



# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CA 90242



**ROBERT B. TAYLOR**  
Chief Probation Officer

(562) 940 – 2501

November 5, 2008

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

Dear Supervisors:

## **APPROVAL OF A CONTRACT WITH APPLEONE EMPLOYMENT SERVICES TO PROVIDE CLERICAL SERVICES FOR THE PROBATION DEPARTMENT AT CENTRAL JUVENILE HALL**

**(FIRST SUPERVISORIAL DISTRICT, 3 VOTES)**

### **SUBJECT**

The County of Los Angeles Probation Department (Probation) is requesting that your Board approve a contract with AppleOne to provide clerical services at Central Juvenile Hall.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the clerical services provided under the proposed contract can be more economically performed by the contractor rather than by County employees.
2. Approve and instruct the chair to sign the attached contract (Attachment I) with AppleOne to provide clerical services to the Probation Department at an estimated annual amount not to exceed \$734,580 for the period of December 1, 2008 through November 30, 2009, with an option to renew for four (4) additional 12-month periods.
3. Authorize the Chief Probation Officer to execute modifications to the contract not exceeding ten percent (10%) of the hourly rate and/or one hundred eighty (180) days to the period of performance pursuant to the terms contained therein, upon approval as to form by County Counsel. The Chief Probation Officer will notify the Chief Executive Office in writing within 10 business days after execution.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:**

The purpose of the recommended actions is to obtain Board approval of a contract (Attachment I) with AppleOne to provide clerical services for the Probation Department at Central Juvenile Hall (CJH).

The Probation Department has utilized contracted clerical services since 1987 utilizing the Request for Proposal (RFP) process. The current contract is a non-Prop A contract that was awarded to provide our office more time to solicit for clerical services at the hall. The current contract is month to month and cannot be extended past November 30, 2008. A competitive solicitation process was conducted and AppleOne was the highest-ranking proposer, submitted the lowest evaluated price and was selected as the new contract provider for clerical services at CJH.

During the 2007-08 Fiscal Year, Probation was in the process of phasing out contract clerical services at the halls and replacing them with permanent County clerical employees. However, due to the previous finding by the Department (which was approved by the Board) that it was more economically feasible to contract for these services, on October 16, 2007, your Board directed the Chief Executive Office (CEO) to review the decision to phase out contract clerical services at the three Juvenile Halls. During this subsequent review, it was determined that there was no data to support changing this previous finding and therefore we began the RFP process at CJH. As of September 15, 2008, all permanent clerical staff hired at all three Juvenile Halls has been reassigned to other locations throughout the department.

**IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions are consistent with the Countywide Strategic Plan, Organizational Goal #2, Workforce Excellence, Organizational Goal #3, Organizational Effectiveness and Organizational Goal #4, Fiscal Responsibility. Implementation of the recommendations will enable the Probation Department to continue receiving clerical services.

**FINANCIAL IMPACT/FINANCING:**

Attachment II compares the cost of contract services with the costs the County would incur if the clerical services were to be provided by County employees. The annual savings to the County is estimated at \$257,278. Because the annual number of hours to be provided cannot be projected with certainty given fluctuations in juvenile hall population changes and other Departmental needs, the actual contract savings may be more or less than estimated. Attachment III shows the benefits available to contract employees. Attachment IV provides the process used for contracting with community business enterprises.

Funding for this agreement in the amount of \$734,580 is included in the 2008-09 Adopted Budget. The proposed contract includes provisions for non-appropriation of funds and budget reductions.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The proposed contract is authorized by the Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). The Department has complied with all requirements for contracting with private businesses under Los Angeles County Code Chapter 2.121.

The Department evaluated and determined that the Living Wage Ordinance applies to the recommended contract. The contract includes compliance with the requirements for the County's Living Wage Program (Los Angeles County Code, Chapter, 2.201). AppleOne will pay its employees no less than \$11.84 per hour and offer employee-paid health care benefits to its employees at group discounted rates (Attachment III).

The contractor agrees to give first consideration to hire permanent County employees targeted for layoff, or qualified former County employees who are on a re-employment list after the effective date of the contract and during the life of the contract. The contract also contains County requirements regarding the hiring of participants in the GAIN/GROW program.

The contract includes all County requirements, including, non-responsibility and debarment, and the provisions of paid jury service time for their employees.

Probation will not request the contractor to perform services that exceed the Board approved contract amount, scope of work, and/or contract term.

County Counsel has approved the proposed contract as to form.

### **CONTRACTING PROCESS:**

To solicit for these services, a competitive Request for Proposals (RFP) process was utilized. Through the solicitation and competitive negotiation process, approximately 66 letters were sent to service providers. Advertisements were run in the Los Angeles Times, Eastern Group Publications and the Los Angeles Sentinel. The solicitation information was also made available through the Internet on the County of Los Angeles Internal Services Department website (Attachment V). As a result, two potential providers requested copies of the RFP, 16 potential providers attended the mandatory bidder's conference, and five proposals were received.

An evaluation committee was formed to evaluate proposals submitted in response to the RFP. The evaluation committee, consisting of Probation staff, evaluated five proposals received on May 9, 2008 as a result of the RFP issued on March 21, 2008. The proposals were evaluated using an initial screening "pass/fail" process which was consistent with the Selection Process and Evaluation Criteria set forth in the RFP.

Five proposals passed the initial screening and proceeded to the final evaluation process. The proposals submitted by AppleOne, Newpoint Management, Helpmates Staffing Services, Computer Consulting Operations Specialist, Inc. (CC-OPS), and Maxim Staffing Solutions passed the initial screening. They were rated and scored by the evaluation committee using a point system that covered: 1) proposer's qualifications, 2) approach to providing required services, 3) quality control plan, and 4) cost proposal. The proposal from AppleOne had the lowest cost per hour for the clerical services to be provided. They received the highest overall score, and was rated the most responsive to Probation needs by the Evaluation Committee. AppleOne made a firm commitment to comply with all RFP requirements.

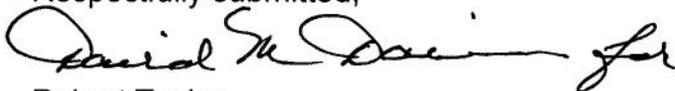
**IMPACT ON CURRENT SERVICES (OR PROJECTS):**

This contract will continue the current level of services at CJH.

**CONCLUSION**

It is requested that the Executive Officer, Board of Supervisor, forward a copy of the adopted Board Letter to: Probation Department, 9150 E. Imperial Hwy., Rm. A66, Downey, CA 90242, Attention: Yolanda Young, Director, Contracts & Grants Management Division.

Respectfully submitted,



Robert Taylor  
Chief Probation Officer

RT:YY:TH:yh

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Attachments (5)

c: Executive Officer, Board of Supervisors  
County Counsel  
Chief Executive Officer



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

**AND**

**APPLEONE**

**FOR**

**CLERICAL SERVICES AT  
CENTRAL JUVENILE HALL**

**December 1, 2008 – November 30, 2009**

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES PROBATION DEPARTMENT  
AND  
APPLEONE  
FOR  
CLERICAL SERVICES AT  
PROBATION DEPARTMENT AT CENTRAL JUVENILE HALL**

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, hereinafter referred to as "CONTRACTOR". AppleOne is located at 990 Knox Street, Torrance, California 90502.

**RECITALS**

**WHEREAS**, the Los Angeles County Probation Department has a continuing need to provide clerical services to keep records on minors processed through Central Juvenile Hall; and

**WHEREAS**, the COUNTY may contract with private businesses for Clerical Services when certain requirements are met; and

**WHEREAS**, the CONTRACTOR is a private firm specializing in providing Clerical Services; and

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

**WHEREAS**, the COUNTY has determined that it is legal, feasible, and cost-effective to contract Clerical Services; and

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

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

## 1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N, O, P, Q and R 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.

- 1.1 EXHIBIT A - Statement of Work
  - EXHIBIT A1- Job Description
  - EXHIBIT A2- Duty Statement
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - CONTRACTOR'S Proposed Schedule
- 1.4 EXHIBIT D - CONTRACTOR'S EEO Certification
- 1.5 EXHIBIT E - COUNTY'S Administration
- 1.6 EXHIBIT F - CONTRACTOR'S Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT G1- Contractor Acknowledgement and Confidentiality Agreement
  - EXHIBIT G2- Contractor Employee Acknowledgement and Confidentiality Agreement
  - EXHIBIT G3- Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.9 EXHIBIT H - Jury Service Ordinance
- 1.10 EXHIBIT I - Safely Surrendered Baby Law
- 1.11 EXHIBIT O - Confidentiality of CORI Information
- 1.12 EXHIBIT P - Contract Discrepancy Report
- 1.13 EXHIBIT Q - Performance Requirement Summary (PRS)
- 1.14 EXHIBIT R - Internal Revenue Service Notice 1015

### **Unique Exhibits:**

#### ***Prop A - Living Wage Program***

- 1.15 EXHIBIT J - Living Wage Ordinance
- 1.16 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments
- 1.17 EXHIBIT L - Payroll Statement of Compliance
- 1.18 EXHIBIT M -Guidelines for Assessment of Proposer Labor Law/ Payroll Violations

#### ***Health Insurance Portability & Accountability Act (HIPAA) Agreement***

- 1.19 EXHIBIT N - Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability & Accountability Act of 1996 (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 8.1 - Amendments and signed by both parties.

## 2.0 DEFINITIONS

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

- 2.1 **Contract:** 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 Project Director:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.
- 2.4 **COUNTY Contract Monitor:** Person with responsibility of monitoring the Contract and the CONTRACTOR. Person responsible for providing reports to COUNTY Contract manager and COUNTY Program Manager. Responsibility for inspections of any and all tasks, deliverable, goods, services and other work provided by the CONTRACTOR.
- 2.5 **COUNTY Contract Manager:** 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 Program Manager.
- 2.6 **COUNTY Program Manager:** Person designated by COUNTY to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be for a twelve (12) month period commencing December 1, 2008 through November 30, 2009, unless terminated or extended, in whole or in part, as provided in this Contract. It may be extended by the Chief Probation Officer and the authorized official of the CONTRACTOR by mutual agreement for up to four (4) additional one (1) year periods for a maximum total Contract term of five (5) years.
- 4.2 Contingent upon available funding, the term of the contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of CONTRACTOR. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension.
- 4.3 The CONTRACTOR shall notify Probation when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the CONTRACTOR shall send written notification to Probation at the address herein provided in *Exhibit E - COUNTY'S Administration*.

### **5.0 CONTRACT SUM**

- 5.1 The Contract sum under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract. The total sum shall not exceed \$734,580 as long as the total number of hours does not exceed 45,760. If total annual number of hours does exceed 45,760, payment shall continue to be made at the agreed upon per hour rates. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.
- 5.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative

expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, Sub-Contract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.

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

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

The CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment it shall immediately notify 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 the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

**5.5 Invoices and Payments**

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

5.5.2 The CONTRACTOR'S invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.

5.5.3 The CONTRACTOR'S invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks,

deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 15<sup>th</sup> calendar day of the month following the month of service.

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

Los Angeles County Probation Department  
Attention: Felicia Oliver, Head Clerk  
1605 Eastlake Ave.  
Los Angeles, CA 90033

5.5.6 **COUNTY Approval of Invoices.** All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY'S Program Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

## 5.6 **Cost of Living Adjustments (COLA's)**

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

## 6.0 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.

### **6.1 COUNTY'S Contract Manager**

Responsibilities of the COUNTY'S Contract Manager include:

- ensuring that the objectives of this Contract are met; and
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1. – Amendments; and
- providing direction to the CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

### **6.2 COUNTY'S Program Manager**

The responsibilities of the COUNTY'S Program Manager include:

- meeting with the CONTRACTOR'S Project Director on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the CONTRACTOR.

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

### **6.3 COUNTY'S Contract Monitor**

The COUNTY'S Contract Monitor is responsible for the monitoring of the Contract and the CONTRACTOR, also for providing reports to COUNTY'S Contract Manager and COUNTY'S Program Manager.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

## **7.1 CONTRACTOR'S Project Director**

- 7.1.1 The CONTRACTOR'S Project Director is 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 Director.
- 7.1.2 The Project Director or an approved alternate shall be assigned locally and available for telephone contact twenty-four (24) hours a day. The Project Director shall also be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., excluding all holidays, to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.
- 7.1.3 The CONTRACTOR'S Project Director shall be responsible for the CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with COUNTY'S Program Manager and COUNTY'S Contract Monitor on a regular basis.
- 7.1.4 The CONTRACTOR'S Project Director shall have full authority to act for the CONTRACTOR on all Contract matters relating to the daily operation of this Contract.
- 7.1.5 The Project Director must have at least three (3) years of demonstrated experience within the last five (5) years in providing clerical services.
- 7.1.6 The Project Director and alternate must be able to read, write, speak and understand English.

## **7.2 Approval of CONTRACTOR'S Staff**

- 7.2.1 The CONTRACTOR shall be responsible for providing qualified staff to fulfill the Contracted services.
- 7.2.2 COUNTY has the absolute right to approve or disapprove all of the CONTRACTOR'S staff performing work hereunder and any proposed changes in the CONTRACTOR'S staff, including, but not limited to, the CONTRACTOR'S Project Director. The CONTRACTOR shall be responsible for removing and replacing any employee within twenty-four (24) hours when requested to do so by the COUNTY Program Manager.

- 7.2.3 COUNTY shall have the right to review the qualifications and approve the Project Director and any replacement recommended by CONTRACTOR.
- 7.2.4 All personnel must be able to read, write, spell, speak and understand English, and possess good grammatical skills. In some assignments, personnel who can speak, read, write and understand Spanish will also be required.
- 7.2.5 The CONTRACTOR shall insure that by first day of employment, all persons with access to adult and/or juvenile records and arrest information have signed an acknowledgement that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR shall retain original CORI form and forward a copy to the COUNTY Program Manager within five (5) business days of start of employment. (*Exhibit O.*)
- 7.2.6 The CONTRACTOR shall give advance notice to COUNTY'S Program Manager, in writing within ten (10) business days, of any change in CONTRACTOR personnel assigned to perform any work on this Contract.

### **7.3 CONTRACTOR'S Staff Identification**

CONTRACTOR shall provide, at CONTRACTOR'S expense, all staff providing services under this Contract with a photo identification badge. All of CONTRACTOR'S employees assigned to COUNTY facilities are required to have a COUNTY Identification (ID) badge on their person and visible at all times. CONTRACTOR bears all expense of the badging.

- 7.3.1 CONTRACTOR is responsible to ensure that employees have obtained a COUNTY ID badge before they are assigned to work in a COUNTY facility. CONTRACTOR personnel may be asked to leave a COUNTY facility by a COUNTY representative if they do not have the proper COUNTY ID badge on their person.
- 7.3.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working under this Contract. CONTRACTOR shall retrieve and return an employee's ID badge to the COUNTY on the next business day after the employee has terminated employment with the CONTRACTOR.
- 7.3.3 If COUNTY requests the removal of CONTRACTOR'S staff, CONTRACTOR shall retrieve and return an employee's ID badge

to the COUNTY on the next business day after the employee has been removed from working on the COUNTY'S Contract.

#### **7.4 Background and Security Investigations**

CONTRACTOR shall be responsible for the ongoing implementation and monitoring of sub-sections 7.4.1 through 7.4.6. On at least a quarterly basis, CONTRACTOR shall report, in writing, monitoring results to COUNTY, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from COUNTY.

- 7.4.1 No personnel employed by the CONTRACTOR for this program having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved (in writing) by the Probation Department.
- 7.4.2 The COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on the Contract under appropriate circumstances.
- 7.4.3 The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual for this Contract service.
- 7.4.4 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the Probation Department.
- 7.4.5 The CONTRACTOR shall submit the names of employees to the Program Manager prior to the employee starting work on this Contract. The COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time. **The CONTRACTOR'S employees shall not begin work on this Contract before receiving clearance from COUNTY.**

- 7.4.6 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employee, COUNTY will bill CONTRACTOR to recover expense. The current amount is \$32.00 per record check, which is subject to change by the State.

## 7.5 Confidentiality

The CONTRACTOR shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR.

- 7.5.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this contract in accordance with all applicable federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality.

The CONTRACTOR shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this contract. The CONTRACTOR shall cause each employee performing services covered by this contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G1. The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.

### 7.5.2 Confidentiality of Adult and Juvenile Records

By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all adult and juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information related to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.

- 7.5.2.1 Employees of CONTRACTOR shall be given a form to sign (*Refer to Exhibit O*) regarding confidentiality of the information in adult and juvenile records. CONTRACTOR shall retain original CORI forms and forward copies to the COUNTY Program Manager within five (5) business days of start of employment.

- 7.5.2.2 Violations: CONTRACTOR agrees to inform all of its employees, agents, subcontractors, and partners of the above provision and that any person knowingly and

intentionally violating the provisions of said State law is guilty of a misdemeanor.

## **7.6 NEPOTISM**

CONTRACTOR shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR.

For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring, or supervisory responsibilities.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the CONTRACTOR and by the Chief Probation Officer or his/her designee.

8.1.2 The COUNTY'S Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY'S Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the Chief Probation Officer or his/her designee.

8.1.3 The Chief Probation Officer or his/her designee, may at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the COUNTY'S Chief Probation Officer or his/her designee.

## **8.2 ASSIGNMENT AND DELEGATION**

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

## **8.3 AUTHORIZATION WARRANTY**

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

#### **8.4 BUDGET REDUCTIONS**

In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

#### **8.5 COMPLAINTS**

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

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

8.5.2 The COUNTY will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.

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

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

8.5.5 The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY'S Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the COUNTY'S Program Manager within three (3) business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

8.6.1 The CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations including CAL/HOSA standards for HIV, Hepatitis B, etc., ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 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.

### **8.6.3 Regulations**

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

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

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

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

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

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
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 the 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 the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall also be subject to the provisions of this 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 the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY'S satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.
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 the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

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

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

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

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

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

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

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

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible Contractor**

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

### **8.12.2 Chapter 2.202 of the COUNTY Code**

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five 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.

### **8.12.3 Non-responsible Contractor**

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

### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the

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

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate

request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

#### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster 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. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

#### **8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through 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.

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

#### **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The COUNTY or its agent 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.

#### **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

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

## **8.20 FORCE MAJEURE**

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this *Contract*, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and such subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event CONTRACTOR'S failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

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

## **8.22 INDEPENDENT CONTRACTOR STATUS**

- 8.22.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership,

## **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

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

## **8.18 FACSIMILE REPRESENTATIONS**

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

## **8.19 FAIR LABOR STANDARDS**

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

joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

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

8.22.4 The CONTRACTOR shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

### **8.23 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.

### **8.24 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.

**8.24.1 Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

Yvonne Humphrey, Contract Analyst  
COUNTY of Los Angeles Probation Department  
Contracts & Grants Management Division  
9150 East Imperial Hwy., Room B-62  
Downey, CA 90242

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

- Specifically identify this Contract;
- Clearly evidence all coverage 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 insured 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.

**8.24.2 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.

**8.24.3 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.

**8.24.4 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'S 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.

**8.24.5 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.

**8.24.6 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.

## 8.25 INSURANCE COVERAGE REQUIREMENTS

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

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

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

**8.25.3 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

## 8.26 LIQUIDATED DAMAGES

**8.26.1** If, in the judgment of the Chief Probation Officer, or his designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, or his designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR'S invoice for

work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Chief Probation Officer, or his designee, in a written notice describing the reasons for said action.

- 8.26.2 If the Chief Probation Officer, or his designee, determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer, or his designee, deems are correctable by the CONTRACTOR over a certain time span, the Chief Probation Officer, or his designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS)*, as defined in *Appendix C, Technical Exhibit 3*, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.
- 8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.
- 8.26.4 This 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

8.26.2, and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

## **8.27 MOST FAVORED PUBLIC ENTITY**

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

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

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

8.28.2 The CONTRACTOR shall certify to, and comply with, the provisions of *Exhibit D - CONTRACTOR'S EEO Certification*.

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

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

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

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

- 8.28.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this subparagraph 8.28 when so requested by the COUNTY.
- 8.28.7 If the COUNTY finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment 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.
- 8.28.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 NON EXCLUSIVITY**

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

## **8.30 NOTICE OF DELAYS**

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

### **8.31 NOTICE OF DISPUTES**

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

### **8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

### **8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

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](http://www.babysafela.org) for printing purposes.

### **8.34 NOTICES**

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

### **8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party.

No bar exists against any hiring action initiated through a public announcement.

### **8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by the CONTRACTOR; all information obtained in connection with the COUNTY'S right to audit and inspect the CONTRACTOR'S documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.37 PUBLICITY**

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

- The CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles,

or other materials using the name of the COUNTY without the prior written consent of the COUNTY'S Program Manager. The COUNTY shall not unreasonably withhold written consent.

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

### **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

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

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

8.38.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material

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

- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY'S dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY'S Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY'S dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY'S maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.
- 8.38.4 In addition to the above, the CONTRACTOR agrees, should the COUNTY or its authorized representatives determine, in the COUNTY'S sole discretion, that it is necessary or appropriate to review a broader scope of the CONTRACTOR'S records (including, certain records related to non-COUNTY contracts) to enable the COUNTY to evaluate the CONTRACTOR'S compliance with the COUNTY'S Living Wage Program, that the CONTRACTOR shall promptly and without delay provide to the COUNTY, upon the written request of the COUNTY or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the COUNTY under this Contract, including without limitation, records relating to work performed by said employees on the CONTRACTOR'S non-county contracts. The CONTRACTOR further acknowledges that the foregoing requirement in this subparagraph relative to CONTRACTOR'S employees who have provided services to the COUNTY under this Contract is for the purpose of enabling the COUNTY in its discretion to verify the CONTRACTOR'S full compliance with and adherence to California labor laws and the COUNTY'S Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out

sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY'S written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such materials and information is located outside Los Angeles COUNTY, then, at the COUNTY'S option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

### **8.39 RECYCLED BOND PAPER**

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

### **8.40 SUBCONTRACTING**

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

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

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

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

- 8.40.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY'S approval of the CONTRACTOR'S proposed subcontract.
- 8.40.5 The COUNTY'S consent to subcontract shall not waive the COUNTY'S right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 8.40.6 The COUNTY'S Contract Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the COUNTY, CONTRACTOR shall forward a fully executed subcontract to the COUNTY for their files.
- 8.40.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY'S consent to subcontract.
- 8.40.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved Subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

Yvonne Humphrey, Contract Analyst  
COUNTY of Los Angeles Probation Department  
Contracts & Grants Management Division  
9150 East Imperial Hwy., Room B-62  
Downey, CA 90242

before any Subcontractor employee may perform any work hereunder.

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

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in sub-paragraph 8.14 - CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program, shall constitute default

under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

## **8.42 TERMINATION FOR CONVENIENCE**

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

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

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

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

## **8.43 TERMINATION FOR DEFAULT**

8.43.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Contract Manager:

- CONTRACTOR has materially breached this Contract; or
- 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.

8.43.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and 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 stated in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the COUNTY has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this sub-paragraph 8.43, or that the default was

excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

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

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

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

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

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

#### **8.45 TERMINATION FOR INSOLVENCY**

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

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

meaning of the Federal Bankruptcy Code;

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

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

#### **8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

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

#### **8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

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

#### **8.48 VALIDITY**

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

#### **8.49 WAIVER**

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

#### **8.50 WARRANTY AGAINST CONTINGENT FEES**

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

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

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM**

##### **9.1.1 Living Wage Program**

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

##### **9.1.2 Payment of Living Wage Rates**

1. Unless the CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that the CONTRACTOR is not an "Employer" as defined under the Program (Section 2.201.020 of the COUNTY Code) or that the CONTRACTOR qualifies for an exception to the Living Wage Program (Section 2.201.090 of the COUNTY Code), the CONTRACTOR shall pay its Employees no less than the applicable hourly living

wage rate, as set forth immediately below, for the Employees' services provided to the COUNTY, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the Contract:

- a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the CONTRACTOR contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
  - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the CONTRACTOR contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The CONTRACTOR will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the COUNTY Department of Health Services Community Health Plan. If, at any time during the Contract, the CONTRACTOR contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the CONTRACTOR shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this sub-paragraph, "CONTRACTOR" includes any subcontractor engaged by the CONTRACTOR to perform services for the COUNTY under the Contract. If the CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the CONTRACTOR under the laws of California, and who is providing full-time services to the CONTRACTOR, some or all of which are provided to the COUNTY under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the COUNTY; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the CONTRACTOR is required to pay a living wage when the Contract commences, the CONTRACTOR shall continue

to pay a living wage for the entire term of the Contract, including any option period.

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

### **9.1.3 CONTRACTOR'S Submittal of Certified Monitoring Reports**

The CONTRACTOR shall submit to the COUNTY certified monitoring reports at a frequency instructed by the COUNTY. The certified monitoring reports shall list all of the CONTRACTOR'S Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the CONTRACTOR for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the CONTRACTOR'S current health care benefits plan, and the CONTRACTOR'S portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the COUNTY (*Exhibit K and Exhibit L*), or other form approved by the COUNTY which contains the above information. The COUNTY reserves the right to request any additional information it may deem necessary. If the COUNTY requests additional information, the CONTRACTOR shall promptly provide such information. The CONTRACTOR, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

### **9.1.4 CONTRACTOR'S Ongoing Obligation to Report Labor Law/Payroll Violations and Claims**

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

### **9.1.5 COUNTY Auditing of CONTRACTOR Records**

Upon a minimum of twenty-four (24) hours' written notice, the COUNTY may audit, at the CONTRACTOR'S place of business, any of the CONTRACTOR'S records pertaining to the Contract,

including all documents and information relating to the certified monitoring reports. The CONTRACTOR is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the COUNTY shall have access to all such records during normal business hours for the entire period that records are to be maintained.

#### **9.1.6 Notifications to Employees**

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

#### **9.1.7 Enforcement and Remedies**

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

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the CONTRACTOR submits a certified monitoring report to the COUNTY after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment. If the CONTRACTOR fails to submit accurate, complete, timely and properly certified monitoring reports, the COUNTY may withhold from payment to the CONTRACTOR up to the full amount of any invoice that would otherwise be due, until the CONTRACTOR has satisfied the concerns of the COUNTY, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the CONTRACTOR'S failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the CONTRACTOR'S breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the COUNTY may, in its sole discretion, assess against the CONTRACTOR liquidated damages in the amount of \$100 per monitoring report for each day until the COUNTY has been provided with a properly prepared, complete and certified monitoring report. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.
  
  - c. Termination. The CONTRACTOR'S continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less Than the Required Living Wage. If the CONTRACTOR fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. Withholding Payment. If the CONTRACTOR fails to pay one or more of its Employees at least the applicable hourly living wage rate, the COUNTY may withhold from any payment otherwise due the CONTRACTOR the aggregate difference between the living wage amounts the CONTRACTOR was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The COUNTY may withhold said amount until the CONTRACTOR has satisfied the COUNTY that any underpayment has been cured, which may include required submittal of revised

certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the CONTRACTOR'S failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the CONTRACTOR'S breach. Therefore, it is agreed that the COUNTY may, in its sole discretion, assess against the CONTRACTOR liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.
  - c. Termination. The CONTRACTOR'S continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the CONTRACTOR breaches a requirement of this sub-paragraph, the COUNTY may, in its sole discretion, bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles COUNTY Code, Chapter 2.202, Determinations of CONTRACTOR Non-Responsibility and CONTRACTOR Debarment.

#### **9.1.8 Use of Full-Time Employees**

The CONTRACTOR shall assign and use full-time Employees of the CONTRACTOR to provide services under the Contract unless the CONTRACTOR can demonstrate to the satisfaction of the COUNTY that it is necessary to use non-full-time Employees based on staffing efficiency or COUNTY requirements for the work to be performed under the Contract. It is understood and agreed that the CONTRACTOR shall not, under any circumstance, use non-full-time Employees for services provided

under the Contract unless and until the COUNTY has provided written authorization for the use of same. The CONTRACTOR submitted with its proposal a full-time Employee staffing plan. If the CONTRACTOR changes its full-time Employee staffing plan, the CONTRACTOR shall immediately provide a copy of the new staffing plan to the COUNTY.

#### **9.1.9 CONTRACTOR Retaliation Prohibited**

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

#### **9.1.10 CONTRACTOR Standards**

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

#### **9.1.11 Employee Retention Rights**

1. The CONTRACTOR shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:
  - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
  - b. Who has been employed by a CONTRACTOR under a predecessor Proposition A contract or a predecessor cafeteria services contract with the COUNTY for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the COUNTY prior to its expiration; and

- c. Who is or will be terminated from his or her employment as a result of the COUNTY entering into this new contract.
2. The CONTRACTOR is not required to hire a retention employee who:
    - a. Has been convicted of a crime related to the job or his or her performance; or
    - b. Fails to meet any other COUNTY requirement for employees of a CONTRACTOR.
  3. The CONTRACTOR shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the CONTRACTOR may retain a retention employee on the same terms and conditions as the CONTRACTOR'S other employees.

#### **9.1.12 Neutrality in Labor Relations**

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

#### **9.2 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)**

The COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in *Exhibit N* in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of *Exhibit N, CONTRACTOR'S Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA)*.

**9.3 This section intentionally omitted**

**9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

- 9.4.1 COUNTY shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the CONTRACTOR'S work pursuant to this Contract. The CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the COUNTY all of the CONTRACTOR'S right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the CONTRACTOR'S work under this Contract.
- 9.4.2 During the term of this Contract and for five (5) years thereafter, the CONTRACTOR shall maintain and provide security for all of the CONTRACTOR'S working papers prepared under this Contract. COUNTY shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.4.3 Any and all materials, software and tools which are developed or were originally acquired by the CONTRACTOR outside the scope of this Contract, which the CONTRACTOR desires to use hereunder, and which the CONTRACTOR considers to be proprietary or confidential, must be specifically identified by the CONTRACTOR to the COUNTY'S Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the CONTRACTOR as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.4.4 The COUNTY will use reasonable means to ensure that the CONTRACTOR'S proprietary and/or confidential items are safeguarded and held in confidence. The COUNTY agrees not to reproduce, distribute or disclose to non-COUNTY entities any such proprietary and/or confidential items without the prior written consent of the CONTRACTOR.
- 9.4.5 Notwithstanding any other provision of this Contract, the COUNTY will not be obligated to the CONTRACTOR in any way under sub-paragraph 9.4.4 for any of the CONTRACTOR'S proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-

paragraph 9.4.3 or for any disclosure which the COUNTY is required to make under any state or federal law or order of court.

9.4.6 All the rights and obligations of this sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

## **9.5 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION**

9.5.1 The CONTRACTOR shall indemnify, hold harmless and defend COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the CONTRACTOR'S work under this Contract. COUNTY shall inform the CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the CONTRACTOR'S defense and settlement thereof.

9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that COUNTY'S continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the CONTRACTOR, at its sole expense, and providing that COUNTY'S continued use of the system is not materially impeded, shall either:

- Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.5.3 The CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

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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.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairperson, Board of Supervisors

ATTEST:

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

By \_\_\_\_\_

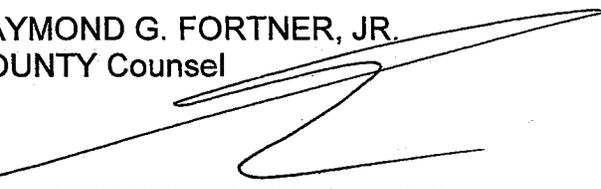
CONTRACTOR: APPLEONE

By   
Name

  
Title

~~APPROVED AS TO FORM:~~

RAYMOND G. FORTNER, JR.  
COUNTY Counsel

By   
Gordon W. Trask  
Principal Deputy County Counsel

# **STATEMENT OF WORK**

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## APPENDIX B

### STATEMENT OF WORK (SOW)

#### 1.0 SCOPE OF WORK

The CONTRACTOR shall provide experienced individuals to perform complete typing/clerical duties as well as other types of office functions for long-term interim assignments to the Probation Department at Central Juvenile Hall. A maximum of twenty-two (22) qualified skilled typist shall be available per given day. Said personnel shall provide clerical services seven (7) days a week on various shifts: 5:30 a.m. to 2:00 p.m., 6:00 a.m. to 2:30 p.m., 8:00 a.m. to 5:00 p.m., 2:00 p.m. to 10:30 p.m., and 10:00 p.m. to 6:30 a.m. Individuals shall possess the skill requirements level listed in Section 10.0 below and as described in Technical Exhibits 1 and 2. CONTRACTOR shall maintain files at its place of business that document and support the contract employees' skill levels.

#### 2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

Due to population changes, budgetary constraints and other Departmental needs, the COUNTY reserves the right to request greater or fewer personnel than herein described to meet operational considerations.

#### 3.0 QUALITY CONTROL

The CONTRACTOR shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met. The plan shall be submitted as part of the proposal. An updated copy must be provided to the COUNTY Program Manager within two (2) weeks of the Contract start date and as changes occur. The original plan and any future amendments are subject to COUNTY review and approval and shall include, but not be limited to, the following:

- 3.1 An inspection system covering all the services listed in *Appendix C, Technical Exhibit 3*, the Performance Requirements Summary. It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the CONTRACTOR and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the Contract as set

forth in Section 8.38 of Sample Contract, "Record Retention and Inspection".

- 3.4 The methods for ensuring uninterrupted service to Probation in the event of a strike of the COUNTY'S or the CONTRACTOR'S employees or any other unusual occurrence (i.e., power loss or natural disaster) which would result in the CONTRACTOR being unable to perform the Contracted work.
- 3.5 The methods for assuring that confidentiality of adult and juvenile records are maintained while in the care of CONTRACTOR'S employees.
- 3.6 The methods for maintaining security of records, and the methods for preventing the loss or destruction of data.

#### 4.0 QUALITY ASSURANCE PLAN

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

The COUNTY will evaluate the CONTRACTOR'S performance under this Contract using the quality assurance procedures specified in *Technical Exhibit 3*, "Performance Requirements Summary", or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this Contract.

##### 4.1 Performance Evaluation Meetings

The COUNTY'S Program Manager may meet weekly with the CONTRACTOR'S Project Director during the first three (3) months of the Contract if COUNTY Program Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued (refer to Technical Exhibit 5). A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by Probation personnel shall be signed by the COUNTY'S Program Manager and the CONTRACTOR'S Project Director. Should the CONTRACTOR not concur with the minutes, the CONTRACTOR shall state in writing to the COUNTY'S Program Manager within five (5) business days of receipt of the signed minutes any areas wherein the CONTRACTOR does not concur.

- 4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule, or as required by COUNTY.
- 4.3 The COUNTY shall have the right to require any personnel assigned to the Contract who, in the opinion of the COUNTY Program Manager, is unsatisfactory, will be removed and replaced by the CONTRACTOR within twenty-four (24) hours.

## 5.0 DEFINITIONS

- 5.1 Acceptable Quality Level AQL – A measure to express the leeway or variance from a standard before Probation can apply damages as specified in *Technical Exhibit 3*. An AQL does not imply that the CONTRACTOR may knowingly perform in a defective way. It implies that Probation recognizes that defective performance sometimes happens unintentionally. It is required that the CONTRACTOR correct all defects whenever possible. A variance from the AQL can result in a credit to Probation against the monthly charge for the CONTRACTOR'S services.
- 5.2 Admission Office – Work location within juvenile hall where information is entered into the computer.
- 5.3 Adult/Juvenile Records – Personal and social history, including criminal information of adult and juvenile offenders. The records include legal documents and other information which are confidential. The information is not to be discussed with, or disclosed to, unauthorized persons as defined by the Probation Department.
- 5.4 Computer Room – Work location within juvenile halls where information is entered into the computer.
- 5.5 Contract Discrepancy Report (CDR) – a report prepared by the Quality Assurance Evaluator to inform the CONTRACTOR of faulty service. The CDR (refer to Technical Exhibit 5) requires response from the CONTRACTOR explaining the problem and outlining the remedial action being taken to resolve the problem.
- 5.6 Contract Manager – Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.
- 5.7 Contract Monitor – Person with responsibility to monitor the Contract. Responsibility for providing reports to COUNTY Contract Manager and COUNTY Program Manager.

- 5.8 Contract Start Date – the date the CONTRACTOR begins work (start of the basic Contract period) in accordance with the terms of the Contract.
- 5.9 Enforcement – The Contract Manager shall be responsible for the enforcement of this Contract on behalf of the COUNTY and shall be assisted by those officers and employees of the COUNTY having duties in connection with the administration thereof. In the event the COUNTY commences legal proceedings for the enforcement of this Contract, the CONTRACTOR agrees to pay any sum which may be awarded to the COUNTY and by the court for attorney fees and costs incurred in the action brought.
- 5.10 Evening Shift – A regularly established work shift at least five-eighths (5/8) of which falls between the hours of 4:00 p.m. and 11:00 p.m.
- 5.11 Night Shift – A regularly established work shift at least five-eighths (5/8) of which falls between the hours of 9:00 p.m. and 8:00 a.m.
- 5.12 Performance Requirements Summary (PRS) – The statement that identifies the key performance indicators for the Contract which will be evaluated by COUNTY to ensure Contract performance standards are met by the CONTRACTOR.
- 5.13 Post Position – A position which must be covered at all times and requires a relief person during breaks and lunch times.
- 5.14 Program Manager – Person designated by COUNTY to manage the operations under this Contract.
- 5.15 Project Director – CONTRACTOR'S officer or employee responsible for overall management and coordination of Contract services on CONTRACTOR'S behalf and act as the central point of contact with the Probation Department.
- 5.16 Quality Assurance Plan (Surveillance Plan) – The plan developed by Probation, specifically to monitor Contract compliance with the elements listed in the PRS.
- 5.17 Quality Control Plan – all necessary measures taken by the CONTRACTOR to assure that the quality of service will meet the Contract requirements set forth in the Performance Work Statement.
- 5.18 Reception Areas – Work locations where minors, visitors and staff are processed in and out of the institution and where security is maintained by controlling access through gates and electronically operated doors to secured areas.

5.19 User Complaint Report (UCR) – A report prepared by Probation personnel in order to inform the Contract Monitor of incidents involving faulty performance by the CONTRACTOR.

5.20 Workday – Normal workdays for Admission and Computer Room are Sunday through Saturday, 6:00 a.m. to 2:30 p.m., 7:00 a.m. to 4:30 p.m., 8:00 a.m. to 5:00 p.m., 2:00 p.m. to 10:30 p.m., 10:00 p.m. to 6:30 a.m., including holidays. Normal workdays include two (2) 15-minute rest breaks which will be compensated for by COUNTY, and a thirty (30) or sixty (60) minute lunch/dinner period which will not be compensated for by COUNTY. Normal workdays in the File Room, Personnel , Business Office and Work Order Clerk are Monday through Friday, 8:00 a.m. to 5:00 p.m. excluding COUNTY holidays.

## 6.0 RESPONSIBILITIES

The COUNTY'S and the CONTRACTOR'S responsibilities are as follows:

### COUNTY

#### 6.1 Personnel

The COUNTY will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - COUNTY. Specific duties will include:

6.1.1 Monitoring the CONTRACTOR'S performance in the daily operation of this Contract.

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

6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

#### 6.2 Furnished Items

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

##### 6.2.1 General

The COUNTY shall provide all necessary forms and letterhead required in the performance contained in this RFP.

6.2.2 Equipment

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

6.2.2.2 In the event CONTRACTOR'S employees damage COUNTY equipment or the facility by reason of abuse or carelessness as determined by COUNTY, CONTRACTOR will repair or replace as determined by COUNTY any and all damages to equipment and facility within fifteen (15) calendar days. In the event CONTRACTOR does not repair or replace equipment or damage to facility, the COUNTY will do so and will charge the CONTRACTOR for all expenses by deducting such payment from CONTRACTOR monthly invoice(s).

6.2.3 Facility

Workspace for Contract personnel is provided within Central Juvenile Hall, 1605 Eastlake Ave., Los Angeles, CA 90033.

6.2.4 Parking

Parking for CONTRACTOR'S personnel will be provided when available. In the event COUNTY implements paid parking, CONTRACTOR will be responsible for paying the parking fee. COUNTY is not responsible for any damage to vehicles owned by CONTRACTOR or CONTRACTOR'S employees.

6.2.5 Forms

Forms applicable to this Performance Work Statement are listed below.

<u>Central Juvenile Hall Forms</u>	<u>Form #</u>
Admission Log Book	
Admission Report	
Attorney Visiting Form	76A762
Behavior Record Control Card	76A263
Camp List	
Corrected Pop Report	
Court Custody List	
Court List	
Daily Population List	
Employee Sign In and Out Log	

Juvenile Hall Entrance Record

**Payroll Section Forms**

Absence and Overtime Forms

Change Slips

Supplemental Forms

Timecards

Key Audit Report

LAPD Arrest Report

Letter to Parent (English/Spanish)

LP Visiting Roster

Master/Facility Population Sheet

Movement Log

Overdetained Report

PDS Update

PDS Admission Record (Kardex)

76734

Pop and Grade Sheets

Pre-Movement List

Release Forms (IDC Placement)

76P443

**Personnel Section Forms**

Certified Mail Log

Confidentiality Roster

Employee's Report of Occupational Injury/Illness

Performance Evaluation Form

Personnel Action Request (PAR)

Prob851

Report on Probationary

Staffing Report

Transmittals

Release Log Book

Release Report

Transfer Report

Transfer Transmittal

Unit Station Order

Unit Verification Sheets

Work Orders

**Work Order Forms**

Health and Safety Logs

ISD Logs

Physical Plant Inspection

Service Request Form

Special Projects

Work Order Form

Above list of forms is subject to change.

## **CONTRACTOR**

### **6.3 Project Director**

- 6.3.1 CONTRACTOR shall provide a full-time Project Director or designated alternate. COUNTY must have access to the Project Director during all hours, 365 days per year. CONTRACTOR shall provide a telephone number where the Project Director may be reached on a twenty-four (24) hour per day basis including holidays.
- 6.3.2 Project Director shall act as a central point of contact with the COUNTY.
- 6.3.3 Project Director shall have at least three (3) years of demonstrated previous experience within the last five (5) years in the management and operation of clerical services or functions of similar scope.
- 6.3.4 Project Director/alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of the Contract. Project Director/alternate shall be able to effectively communicate, in English, both orally and in writing.
- 6.3.5 The Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.
- 6.3.6 COUNTY shall have the right of review and approval of the Project Director. COUNTY shall have the right of removal of the Project Director and any replacement recommended by CONTRACTOR.

### **6.4 Personnel**

- 6.4.1 CONTRACTOR shall assign a sufficient number of employees to perform the required work.
- 6.4.2 CONTRACTOR shall be required to background check their employees as set forth in sub-paragraph 7.4 – Background & Security Investigations, of the Contract.
- 6.4.3 The CONTRACTOR shall be responsible for providing competent staff to fulfill the Contract. COUNTY shall have the right to review and approve potential staff prior to assignment.

- 6.4.4 CONTRACTOR shall have available two (2) persons who have received approximately fourteen (14) working days of on-site training at CONTRACTOR'S expense and who will be available to replace an absent employee and/or a permanent vacancy within twenty-four (24) hour notice. COUNTY shall compensate CONTRACTOR only for hours worked by those alternate employees.
- 6.4.5 All personnel must be able to read, write, spell, speak, and understand English and possess good grammatical skills. In some assignments, personnel who can speak, read, write, and understand Spanish will also be required. The current number of Spanish speaking clerks required is two (2).
- 6.4.6 The CONTRACTOR shall ensure that by the first day of employment, all persons with access to juvenile and/or adult records and arrest information, and Probation Department case information have signed an acknowledgement form regarding confidentiality that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). (Refer to Technical Exhibit 4) CONTRACTOR shall retain original CORI form and forward a copy to COUNTY Program Manager within five (5) business days of start of employment.
- 6.4.7 The CONTRACTOR shall not employ any person under the age of twenty-one (21) years for positions within the confines of Central Juvenile Hall.
- 6.4.8 Personnel provided by CONTRACTOR shall present a neat appearance and be properly attired. COUNTY reserves the right to determine appropriate attire.
- 6.4.9 The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual. The CONTRACTOR shall be responsible for immediately removing and replacing within twenty-four (24) hours any employee from work on this Contract, when reasonably requested to do so by the COUNTY Program Manager.
- 6.4.10 When personnel are needed for a job with public contact, the COUNTY Program Manager may, at his or her sole discretion, direct the CONTRACTOR to replace any of the personnel the COUNTY Program Manager determines is inimical to the public or Probation clientele during the performance of their job, or which otherwise make it inappropriate for such persons to be in contact with the public or Probation clients.

6.4.11 COUNTY reserves the right to have Program Manager or designated alternate interview any or all prospective employees of CONTRACTOR.

6.4.12 Employee Criminal Records, Notice and COUNTY Approval

The CONTRACTOR shall be responsible for ongoing implementation and monitoring of subsections 6.4.12.1 through 6.4.12.7. On at least a quarterly basis, CONTRACTOR shall report in writing, monitoring results to Probation, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from Probation.

6.4.12.1 No personnel employed by the CONTRACTOR for this program having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved (in writing) by the Probation Department.

6.4.12.2 The COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on the contract under appropriate circumstances.

6.4.12.3 The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual for this contract service.

6.4.12.4 No personnel employed by the CONTRACTOR for this project shall be on active probation or parole currently or within the last three (3) years.

6.4.12.5 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the Probation Department.

6.4.12.6 The CONTRACTOR shall submit the names of employees to the Program Manager prior to the employee starting work on this contract. The COUNTY

will schedule appointments to conduct background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time. **The CONTRACTOR employees shall not begin work on this contract before receiving clearance from COUNTY.**

6.4.12.7 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employee; COUNTY will bill CONTRACTOR to recover expense. The current amount is \$32.00 per record check, which is subject to change by the State.

## **6.5 Uniforms/Identification Badges**

CONTRACTOR shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.3 – CONTRACTOR'S Staff Identification, of the Contract.

## **6.6 Training**

6.6.1 CONTRACTOR shall provide training programs for all new employees and continuing in-service training for all employees.

6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

## **6.7 CONTRACTOR'S Office**

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

## **7.0 HOURS/DAY OF WORK**

The CONTRACTOR will be required to provide service on COUNTY-recognized holidays. These holidays change from year to year. The Program Manager will provide the CONTRACTOR, upon request, with a list of COUNTY holidays.

## **8.0 WORK SCHEDULES**

- 8.1 CONTRACTOR shall submit for review and approval a work schedule for each facility to the COUNTY Program Manager within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 8.2 CONTRACTOR shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the COUNTY Program Manager for review and approval within five (5) working days prior to scheduled time for work.

## **9.0 UNSCHEDULED WORK**

- 9.1 The COUNTY Program Manager or his designee may authorize the CONTRACTOR to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.
- 9.2 Prior to performing any unscheduled work, the CONTRACTOR shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the CONTRACTOR'S estimate, the COUNTY Contract Manager or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, CONTRACTOR shall contact COUNTY'S Contract Manager for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. CONTRACTOR shall submit an invoice to COUNTY'S Program Manager within five (5) working days after completion of the work.
- 9.4 All unscheduled work shall commence on the established specified date. CONTRACTOR shall proceed diligently to complete said work within the time allotted.

9.5 The COUNTY reserves the right to perform unscheduled work itself or assign the work to another CONTRACTOR.

## 10.0 SPECIFIC WORK REQUIREMENTS

A sample of the types of functions and duties which the Probation Department may require are as follows:

### 10.1 Skilled Typist

10.1.1 The skilled typist shall use personal computers and standard electric typewriters. This includes typing forms with correct spelling and punctuation, setting up simple tabulations, type correspondence, envelopes and making corrections as required, process new admissions and releases, and staff key center. CONTRACTOR'S employees must have experience in general typing with the necessary minimum typing speed of forty (40) net words per minute (w.p.m.).

10.1.2 The skilled typist who will perform under the COUNTY supervision all clerical services necessary to process juvenile probation cases. The CONTRACTOR is expected to provide capable, qualified, and dependable employees on a daily basis. Employees must be willing to work and be available for long-term assignments of at least twelve (12) months duration.

10.2 CONTRACTOR shall provide clerical personnel who will meet the following requirements:

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

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

10.2.3 Be temperamentally capable of meeting and handling the public;

10.2.4 Have good work habits;

10.2.5 Be able to get to work on time to cover post positions; and,

10.2.6 Be capable of performing the specific assignments described in Technical Exhibits 1 and 2.

10.3 Delivery

CONTRACTOR will be required to provide personnel within twenty-four (24) hours after receipt of order; however, if the required number of personnel has not arrived within forty-eight (48) hours, the COUNTY reserves the right to cancel the order and purchase the services from other sources. COUNTY also reserves the right to bill CONTRACTOR for any excess costs for similar services acquired by COUNTY from other sources.

10.4 Overtime

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

10.5 Assignment of Unqualified Personnel

The COUNTY reserves the right to require any personnel of CONTRACTOR assigned to COUNTY to take an on-site performance test to determine typist skills. In the event, CONTRACTOR'S personnel do not meet the minimum typist standards; CONTRACTOR shall immediately replace personnel within twenty-four (24) hours with personnel possessing the required skills. The COUNTY shall not be charged by CONTRACTOR for the services of the employee(s) replaced.

10.6 Self Monitoring Reports

CONTRACTOR shall prepare monthly reports that indicate the level of and type of services rendered to the Probation Department. The CONTRACTOR will submit this report to COUNTY Contract Monitor and COUNTY Program Manager by the 10<sup>th</sup> working day of the following month for which services were rendered. Report format and content is subject to final COUNTY review and approval.

**11.0 PERFORMANCE REQUIREMENTS SUMMARY**

11.1 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.

- 11.2 A standard level of performance will be required of CONTRACTOR in the areas of program evaluation services. Technical Exhibit 3 summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance to be used by the COUNTY, and liquidated damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR'S performance under this Contract using the quality assurance procedures specified in Technical Exhibit 3, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this Contract. Failure of the CONTRACTOR to achieve this standard can result in an assessment of liquidated damages against CONTRACTOR'S monthly payment as determined by COUNTY.
- 11.3 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 assessment fee(s) in the PRS.
  - 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 8, Standard Terms and Conditions, Sub-paragraph 8.42, Termination for Convenience.

## JOB DESCRIPTION

**Skilled Typist** Definition: Does skilled typing on a computer and performs specialized clerical work.

Example of Duties:

Keeps records of minors admitted, released, and transferred to and from Barry J. Nidorf Juvenile Hall.

Prepares Kardex cards.

Answers telephone inquiries and provides directions to the public.

Operates office machines such as computer terminals, printers, photocopy machine, typewriter, calculators, personal computers, and facsimile machines.

Processes visits according to established procedures.

Processes court documents.

Update, correct, and distribute population sheets.

Operate security gates and doors.

Compile and type reports.

Prepare and maintain files on detained minors which includes filing, storing, and retrieving records.

### Minimum Requirements

See typical Duty Statement, Technical Exhibit 2

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

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

## DUTY STATEMENT

This exhibit provides typical samples of specific tasks which a clerk will be required to learn and perform within established standards. The actual duty statement will vary depending upon shifts and days.

### Job Function: Admissions Receptionist

#### Processes New Admissions

- Record Admissions on Admit Sheet Log. Process Running Pop, Master Pop and Admit List
- Enter minors name and personal history in computer.
- Generate a computerized Kardex on computer printer and distribute copies of Kardex printout to specified offices
- File Kardex printout into Kardex files

Set up Admission Log Book for daily posting

Make weekly check to assure Kardex card is available for each minor

Answer telephones on inquiries – access computer and Kardex card for information.

#### Process Detaining Orders and All Court Documents

- Put court dates, disposition, area office, any/all updated information into computer
- Process letters to parents

### **Miscellaneous assigned tasks**

### Job Function: Release Receptionist

#### Process Releases

- Pull release document
- Check and record ID of parent or person minor will be released to
- Call Unit, Property Room

## DUTY STATEMENT

- Record release in Release Book
- Post release in Release Book

Process transfers

Close Release Book at end of shift

Give directions to the public

Answer telephone or public inquiries – accessing computer and/or Kardex printout for information

Back up Admission Clerk

Filing

Miscellaneous tasks, as needed

### Job Function: Recordkeeping (Computer Room)

Process custody sheets

- Match custody sheets with detaining orders to check for errors
- Distribute copies of custody sheets
- Put court dispositions into computer

Process court documents (detaining orders)

- Put court dates into computer
- File detaining orders

Distribute population sheets

Balance population sheets

Make population sheet corrections

Make over detained list

Process Ricardo M

## DUTY STATEMENT

Pull Kardex and detaining order and send to file room

Update computer – location of minor

### Job Function: Lobby Personnel

Process Visitations

- Check Visitor's I.D
- Maintain sign in log
- Make Juvenile Hall pass
- Notify visiting unit of visit

Operate mechanically controlled gates to allow authorized persons to enter or leave secured area

Answer telephone

Other assigned tasks

### Job Function: File Room

Pick-up file room work from other sections and distribute to appropriate desk

Complete terminal search for JAIN (Juvenile Automated Information Number)

Pull behavior chart from file and send to unit (if readmit)

- Pull file folders from active files
- File papers and behavior charts in file folder

Send released papers to storage

Make record searches in response to telephone or special inquiries

Process records for sealing

Prepare records for storage and destruction

## DUTY STATEMENT

### Job Function: Personnel Office:

#### Monthly staffing report

- Calculate by day number of staff worked, pop
- Calculate by week total from each day giving + or –
- Director's copies

#### Thirty (30) Days Absence Report

- Any staff out for medical, Industrial Injury 30 days or more are placed on this sheet
- Distribute to Superintendent and Directors, Return to Work Unit and Superintendent Evaluations
- Type face sheet
- Make copies of Master cards for the current year and previous year
- Pull personnel files.
- Distribute file(s) and master card(s) to their Director
- Receive completed evaluation check, sign, and distribute Pay Stubs
- Check to make sure there is a check stub for each staff member
- Distribute to staff, who sign for stubs
- Parking Stickers

#### Filing

- File all paperwork in staff personnel files

#### Industrial Injury

- Make sure supervisor(s) fills out forms correctly
- Make copies – 1 – copy to each supervisor, for medical file
- Send originals to the Return to Work Unit in Downey

#### Mail

## DUTY STATEMENT

- Distribute all mail received from Headquarters

### Personnel Action Request (PARS)

- Type forms
- Distribute (to Downey Headquarters)

Get signature from Superintendent

**PRICING SHEET**

The undersigned offers to provide all labor and supplies necessary to provide Clerical Services at Central Juvenile Hall Los Angeles County Probation Department as set forth in RFP# 6400805.

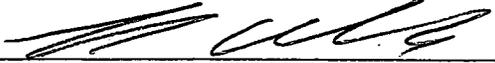
Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be on a fixed-fee basis as provided upon the hereinafter proposal fixed rates. I agree that if the County Board of Supervisors accepts my proposal, I will commence services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

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

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

	Regular Hourly Rate	Overtime Hourly Rate
Skilled Typist	<u>\$ 15.87</u>	<u>\$19.04</u>

Richard Witke  
Print Name of Authorized Signer

  
Signature

Regional Vice President  
Title

9-23-08  
Date

Exhibit C: (a) Model Staffing Plan

Model Contractor Staffing Plan																		
Company Name:	Project:	Department:	Position Title	Repeats	Work Schedule	Full/Part Time	Hourly Rate	Health Insurance	Vacation	Sick Leave	Mon/Hours	Tues/Hours	Wed/Hours	Thur/Hours	Fri/Hours	Sat/Hours	COUNTY Total Hours	NON-COUNTY Total Hours
Company Name: AppleOne Employment Services Company Address: 5901 Green Valley Circle, Suite 466, Culver City, California 90230	Project: Clinical Services	Department: Probation	Skilled Typist		8:00am-2:30pm	Full	\$11.84	No	0	0	8	8	8	8	8	0	40	0
			Skilled Typist		6:00am-2:30pm	Full	\$11.84	No	0	0	8	8	8	8	8	0	40	0
			Skilled Typist		8:00am-2:30pm	Full	\$11.84	No	0	0	8	8	8	8	8	0	40	0
			Skilled Typist		8:00am-2:30pm	Full	\$11.84	No	0	0	8	8	8	8	8	0	40	0
			Skilled Typist		8:00am-2:30pm	Full	\$11.84	No	0	0	8	8	8	8	8	0	40	0
			Skilled Typist		2:00pm-10:30pm	Full	\$11.84	No	0	0	8	8	8	8	8	0	40	0
			Skilled Typist		2:00pm-10:30pm	Full	\$11.84	No	0	0	8	8	8	8	8	0	40	0
			Skilled Typist		2:00pm-10:30pm	Full	\$11.84	No	0	0	8	8	8	8	8	0	40	0
			Skilled Typist		2:00pm-10:30pm	Full	\$11.84	No	0	0	8	8	8	8	8	0	40	0
			Skilled Typist		10:00am-6:30am	Full	\$11.84	No	0	0	8	8	8	8	8	0	40	0
			Skilled Typist		10:00am-6:30am	Full	\$11.84	No	0	0	8	8	8	8	8	0	40	0
			Skilled Typist		10:00am-6:30am	Full	\$11.84	No	0	0	8	8	8	8	8	0	40	0
			Skilled Typist		10:00am-6:30am	Full	\$11.84	No	0	0	8	8	8	8	8	0	40	0
			Skilled Typist		10:00am-6:30am	Full	\$11.84	No	0	0	8	8	8	8	8	0	40	0
			Skilled Typist		10:00am-6:30am	Full	\$11.84	No	0	0	8	8	8	8	8	0	40	0
			Skilled Typist		10:00am-6:30am	Full	\$11.84	No	0	0	8	8	8	8	8	0	40	0
			Skilled Typist		7:00am-4:30pm	Full	\$11.84	No	0	0	8	8	8	8	8	0	40	0

**CONTRACTOR'S EEO CERTIFICATION**

AppleOne Employment Services  
 Contractor Name  
5901 Green Valley Circle, Calver City, CA 90230  
 Address  
95-2580864  
 Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

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

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

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

Richard Wilke Regional Vice President  
 Authorized Official's Printed Name and Title

  
 Authorized Official's Signature

9-23-08  
 Date

**COUNTY'S ADMINISTRATION****COUNTY CONTRACT DIRECTOR:**

Name: Yolanda Young  
Title: Director, Contracts & Grants Management Division  
Address: 9150 E. Imperial Hwy., Room B62, Downey, CA 90242  
  
Telephone: (562) 940-2728

**COUNTY CONTRACT ADMINISTRATOR:**

Name: Tasha Howard  
Title: Supervising Program Analyst  
Address: 9150 E. Imperial Hwy., Room C29, Downey, CA 90242  
Telephone: (562) 940-2646  
Facsimile: (562) 658-4771 or (562) 803-6585

**COUNTY CONTRACT ANALYST:**

Name: Yvonne Humphrey  
Title: Contract Analyst  
  
Address: 9150 E. Imperial Hwy., Room B-62, Downey, CA 90242  
Telephone: (562) 940-3313  
Facsimile: (562) 658-4771  
E-Maill Address:

**COUNTY CONTRACT PROJECT MONITOR:**

Name: Sandra Torres  
Title: Head, Contract Monitoring Unit  
  
Address: 11701 S. Alameda St., Room 3228, 2<sup>nd</sup> Floor  
Lynwood, CA 90262  
  
Telephone: (323) 357-5549

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** AppleOne Employment Services**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR'S PROJECT MANAGER:**

Name: Christina Ross  
 Title: Account Executive  
 Address: 5901 Green Valley Circle, Suite 466  
Culver City, California 90230  
 Telephone: (310) 242-9977  
 Facsimile: (310) 242-9978  
 E-Mail Address: cross@appleone.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: Richard Wilke  
 Title: Regional Vice President  
 Address: 3900 Kilroy Airport Way, Suite 180  
Long Beach, California 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) 516-1572  
 Facsimile: (800) 539-2228  
 E-Mail Address: klandau@appleone.com

**Notices to Contractor shall be sent to the following:**

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

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME AppleOne Employment Services Contract No. 6400805

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

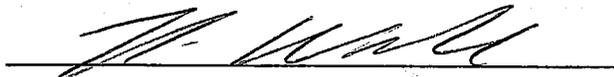
Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all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

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

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

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:



DATE:

9/23/08

PRINTED NAME:

Richard Wilke

POSITION:

Regional Vice President

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name AppleOne Employment Services Contract No. 6400805  
Employee Name Richard Wilke

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE:

DATE: 9/23/08

PRINTED NAME:

Richard Wilke

POSITION:

Regional Vice President

## EXHIBIT H JURY SERVICE ORDINANCE

Page 1 of 3

### 2.203.010 Findings.

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

### 2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

#### **2.203.030 Applicability.**

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

#### **2.203.040 Contractor Jury Service Policy.**

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

#### **2.203.050 Other Provisions.**

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

#### **2.203.060 Enforcement and Remedies.**

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

**2.203.070. Exceptions.**

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

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

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

**2.203.090. Severability.**

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

**SAFELY SURRENDERED BABY LAW**



# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

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



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

### How does it work?

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

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

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

### Can only a parent bring in the baby?

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

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

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

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

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

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

### Why is California doing this?

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

## A baby's story

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



# *Ley de* Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

[www.babysafe1a.org](http://www.babysafe1a.org)



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

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

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

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

### ¿Cómo funciona?

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

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

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

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

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

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

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

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

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

### ¿Qué pasará con el bebé?

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

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

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

### ¿Por qué se está haciendo esto en California?

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

## Historia de un bebé

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

**AGREEMENT****CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"  
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996  
(HIPAA)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

**1.0 DEFINITIONS**

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.4 **"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).
- 1.5 **"Protected Health Information"** has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, 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 Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 **"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.
- 1.7 **"Security Incident"** means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 **"Services"** has the same meaning as in the body of this Agreement.
- 1.9 **"Use" or "Uses"** mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.
- 2.0 OBLIGATIONS OF BUSINESS ASSOCIATE**
- 2.1 **Permitted Uses and Disclosures of Protected Health Information.** Business Associate:

- (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 Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity 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.

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

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) 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 Paragraph. Business Associate 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.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles  
Kenneth Hahn Hall of Administration  
500 West Temple St.  
Suite 410  
Los Angeles, CA 90012  
(213) 974-2164

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate 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 Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity 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 Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity 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 Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this 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, Business Associate 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. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

### **3.0 OBLIGATION OF COVERED ENTITY**

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

### **4.0 TERM AND TERMINATION**

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by 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 Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
- (c) If neither termination or cure are feasible, Covered Entity 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, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

**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, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate 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 Business Associate maintains such Protected Health Information.

**5.0 MISCELLANEOUS**

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph 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. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.



**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
PAYROLL STATEMENT OF COMPLIANCE**

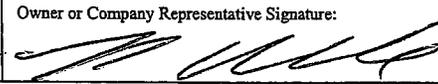
I, Richard Wilke Regional Vice President  
 (Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:  
AppleOne Employment Services on the Central Juvvenile Hall ;  
 (Company or subcontractor Name) (Service, Building or Work Site)  
 that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, and  
 (Calendar day of Month) (Month and Year)  
 ending the \_\_\_\_\_ day of \_\_\_\_\_ all persons employed on said work site  
 (Calendar day of Month) (Month and Year)  
 have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly  
 to or on behalf of AppleOne Employment Services  
 (Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in  
 directly from the full wages earned by any person, other than permissible deductions as defined in Regulations,  
 Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63  
 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:


2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.
3. That:
- A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
    - In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.
  - B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
    - Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title <u>Richard Wilke</u> <u>Regional Vice President</u>	Owner or Company Representative Signature: 
<b>THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.</b>	

**GUIDELINES FOR ASSESSMENT OF PROPOSER  
LABOR LAW/PAYROLL VIOLATIONS**

<p><b>COUNTY DETERMINATION</b></p> <p><b>Proposer</b></p> <p><b>Name:</b> _____</p> <p>Contracting Department: _____</p> <p>Department Contact Person: _____</p> <p>Phone: _____</p>	<p><b>RANGE OF DEDUCTION</b> (Deduction is taken from the maximum evaluation points available)</p>	
	<p><b>Proposer Fully Disclosed</b></p>	<p><b>Proposer Did Not Fully Disclose</b></p>
<p><b>MAJOR</b></p> <p>County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*</p>	<p>8 - 10% Consider investigating a finding of proposer non-responsibility**</p>	<p>16 - 20% Consider investigating a finding of proposer non-responsibility**</p>
<p><b>SIGNIFICANT</b></p> <p>County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*</p>	<p>4 - 7%</p>	<p>8 - 14% Consider investigating a finding of proposer non-responsibility**</p>
<p><b>MINOR</b></p> <p>County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*</p>	<p>2 - 3%</p>	<p>4 - 6%</p>
<p><b>INSIGNIFICANT</b></p> <p>County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*</p>	<p>0 - 1%</p>	<p>1 - 2%</p>
<p><b>NONE</b></p> <p>County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*</p>	<p>0</p>	<p>N/A</p>

**Assessment Criteria**

\* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

**\*\* County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.**

**AGREEMENT*****CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"******UNDER THE HEALTH INSURANCE PORTABILITY AND  
ACCOUNTABILITY ACT OF 1996 (HIPAA)***

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

**1.0 DEFINITIONS**

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic

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

- 1.4 "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).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, 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 Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "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.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

**2.0 OBLIGATIONS OF BUSINESS ASSOCIATE****2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:**

- (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 Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity 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.

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

**2.2 Adequate Safeguards for Protected Health Information. Business Associate:**

- (a) 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 Paragraph. Business Associate 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.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

**2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:**

Chief HIPAA Privacy Officer, County of Los Angeles  
Kenneth Hahn Hall of Administration  
500 West Temple St.  
Suite 410  
Los Angeles, CA 90012  
(213) 974-2164

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate 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 Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity 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 Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity 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 Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However,

Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that

were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this 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, Business Associate 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. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

### **3.0 OBLIGATION OF COVERED ENTITY**

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

### **4.0 TERM AND TERMINATION**

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by 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 Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
- (c) If neither termination or cure are feasible, Covered Entity 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, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate 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 Business Associate maintains such Protected Health Information.

**5.0 MISCELLANEOUS**

5.1 No Third Party Beneficiaries. Nothing in this Paragraph 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. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.

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

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

## CONFIDENTIALITY OF CORI INFORMATION

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

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

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

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

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

  
(Signature)

Richard Wilke  
Name (Print)

Regional Vice President  
Title

9-23-08  
Date

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



## PERFORMANCE REQUIREMENTS SUMMARY (PRS)

REQUIRED SERVICES	STANDARD	MAXIMUM ALLOWABLE DEVIATION (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FROM CONTRACT PRICE FOR EXCEEDING AQL
Provide experienced staff to perform typing/clerical duties for long-term assignments Appendix B, SOW, 1.0	100% Adhere to County of Los Angeles requirements	0%	-User and/or staff complaints -Log maintained by County	Up to \$50 per occurrence
Provide sixteen (16) qualified skilled typist seven (7) days per week for various shifts. Appendix B, SOW, 1.0	100% Adhere to County of Los Angeles requirements	0%	-User and/or staff complaints -Log maintained by County	Up to \$50 per employee per day
Quality Control Plan Appendix B, SOW, 3.0	95% Adhere to County of Los Angeles requirements	5%	-User and/or staff complaints -Random sampling	Up to \$100 per occurrence
Have two (2) trained persons available to replace contract staff within twenty-four (24) hours of notice. Appendix B, SOW, 6.4.4 & 10.3	100% Adhere to County of Los Angeles requirements	5%	-User and/or staff complaints -Contractor log	Up to \$50 per employee per day beyond 24 hours
Contractor shall have the original signed employee CORI form on file. Appendix B, SOW, 6.4.6	100% Adhere to County of Los Angeles requirements	0%	-User and/or staff complaints -Log maintained by County	Up to \$20 per employee per day
Contractor shall not employ any person under the age of twenty-one (21). Appendix B, SOW, 6.4.7	100% Adhere to County of Los Angeles requirements	0%	-User and/or staff complaints -Contractor staff personnel file	Up to \$100 per employee per day
Unacceptable employees replaced promptly Appendix B, SOW, 6.4.9 & 6.4.10	100% Adhere to County of Los Angeles requirements	0%	-User and/or staff complaints -Log maintained by County	Up to \$50 per employee per occurrence
None of Contractor's employees shall have a criminal conviction or pending criminal trial unless record has been fully disclosed. Appendix B, SOW, 6.4.12.1	100% Adhere to County of Los Angeles requirements	0%	-User and/or staff complaints -Log maintained by County	Up to \$100 per employee per occurrence
Fingerprint Contractor's current employees and prospective employees prior to employment. Appendix B, SOW, 6.4.12.6	100% Adhere to County of Los Angeles requirements	0%	-User and/or staff complaints -Log maintained by County	Up to \$100 per employee per occurrence
Contractor shall reimburse County for record check. Appendix B, SOW, 6.4.12.7	100% Adhere to County of Los Angeles requirements	0%	-User and/or staff complaints -Log maintained by County	Up to \$100 per employee per occurrence

## PERFORMANCE REQUIREMENTS SUMMARY (PRS)

REQUIRED SERVICES	STANDARD	MAXIMUM ALLOWABLE DEVIATION (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FROM CONTRACT PRICE FOR EXCEEDING AQL
Contractor shall ensure their employees are appropriately identified. Appendix B, SOW, 6.5	100% Adhere to County of Los Angeles requirements	0%	-User and/or staff complaints -Random sampling	Up to \$100 per employee per occurrence
Contractor shall provide training for all new employees and continuing training in-service training for all employees. Appendix B, SOW, 6.6.1	100% Adhere to County of Los Angeles requirements	0%	-User and/or staff complaints -Log maintained by County	Up to \$100 per employee per occurrence
Clerical personnel meets minimum requirements listed in RFP Appendix B, SOW, 10.1	100% Adhere to County of Los Angeles requirements	10%	-User and/or staff complaints -Log maintained by County	No payment for employee who fails to meet County requirements
Contractor shall provide personnel who will meet contract requirements. Appendix B, SOW, 10.2	100% Adhere to County of Los Angeles requirements	0%	-User and/or staff complaints -Random sampling	Up to \$100 per employee per occurrence
Prepare and submit monthly self-monitoring reports Appendix B, SOW, 10.7	95% Adhere to County of Los Angeles requirements	5%	-User and/or staff complaints -Log maintained by County	Up to \$50 per occurrence
Contractor in compliance with Standard Terms and Conditions Appendix A	95% Adhere to County of Los Angeles requirements	5%	-User and/or staff complaints -Random sampling	Up to \$50 per occurrence
Employee Benefits Appendix A, 9.1.2	100% Adhere to County of Los Angeles requirements	0%	100% inspections, random samplings	\$200 per employee per occurrence

## IRS NOTICE 1015

(Obtain latest version from IRS website)  
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury  
**Internal Revenue Service**

## Notice 1015

(Rev. December 2007)

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

#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

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

**Note.** You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

**PROBATION DEPARTMENT 2008-09**  
**Prop A Review - Clerical Services at Central Juvenile Hall**  
**Comparison of County's Estimated Avoidable Costs to Contractor's Costs**

**COUNTY COSTS****Direct Costs**

<b>Salaries -</b>	2008-09			
<u>Classification</u>	<u>Weighted</u> <u>Salary</u>	<u>No. of</u> <u>Positions</u>	<u>No. of</u> <u>Months</u>	<u>Total</u>
Intermediate Typist-Clerk	3,065.50	7.0	84	257,502.00
Intermediate Typist-Clerk	3,065.50	7.0	84	257,502.00
Intermediate Typist-Clerk	3,065.50	8.0	96	294,288.00
Intermediate Typist-Clerk	3,065.50	0.0	0	-
		Subtotal		<u>809,292.00</u>
		Less: 5th Step Salary Savings		<u>(102,488.74)</u>
		Total Direct Salaries		706,803.26
<b>Employee Benefits</b>				285,054.00
		Total Salaries & Employee Benefits		<u>991,857.26</u>
<b>Services &amp; Supplies</b>				-
		Total Estimated Avoidable Costs		<u>991,857.26</u>

**CONTRACTING COSTS****Direct Costs**

Contract costs	<u>734,579.50</u>
Total Contract Costs (Direct plus Indirect)	<u>734,579.50</u>
Estimated Savings from Contracting (Avoidable Costs less Contract Costs)	<u>257,277.76</u>
Percent of Savings	25.94%

**E. SUBMIT A COPY OF THE HEALTH PLAN BENEFITS PROVIDED FOR THE EMPLOYEES, IF APPLICABLE. INDICATE THE DOLLAR VALUE OF THE HEALTH PLAN ON AN HOURLY BASIS.**

Health plan benefits are employee-purchased. AppleOne offers health plan benefits for purchase by its temporary employees at a group discounted rate through. Following are some of the components of the benefits that are offered to AppleOne Temporary Personnel. AppleOne works with BenefitProtect to offer a wide range of benefits to those temporary personnel actively working for AppleOne. The BenefitProtect plans offer a robust hospital benefit, as well as additional wellness benefit options, at comparably lower rates. Affordable group benefits, available through BenefitProtect, include medical, dental, accident and life insurance coverage. Employees are eligible to purchase this group benefit plan the Sunday following their first paycheck. Following is a representative level of Major Medical Health Insurance Rates provided for in the insurance plan. These benefits levels are adjusted on a regular basis and the information is provided directly to the Temporary Associate by BenefitProtect.

BENEFIT	DESCRIPTION	PLAN I	PLAN II	PLAN III
Outpatient Sickness Rider	Pays the actual expenses incurred up to the Maximum Rider Benefit for treatment received in a Physician's Office or other Out-of-Hospital facility due to a sickness. Up to one and one half the Maximum Rate Benefit will be paid if treatment is received in a Hospital Emergency Room. Payment of the benefit is limited to 4 occurrences per year, per insured Category. All Eligible Dependent Children are counted as one Insured Category.	\$50	\$50	\$100
Emergency Accident Rider	Pays the actual expenses incurred for Emergency Care of a Covered injury up to the Maximum Rider Benefit. Payment of the benefit is limited to 4 occurrences per year, per insured Category. All Eligible Dependent Children are counted as one Insured Category.	\$200	\$200	\$100
Surgical and Anesthesia Inpatient and Outpatient	<b>Surgical</b> - Pays actual charges up to the percentage of maximum listed on the schedule of operations for surgery performed in a Hospital (on an Inpatient or Outpatient basis), in an Ambulatory Surgical Center, or a Physician's office. <b>Anesthesia</b> - Pays actual charges up to 25% of the surgery benefits paid, for anesthesia administered by a physician in connection with such surgery. <b>Mammography Screening Benefit</b> - Pays for screening by Mammography for the presence of cancer, we will pay actual charges, up to 4% of the insured Person's maximum surgical benefit.	\$1,500	\$2,500	\$5,000
First Hospital Admission Rider AAW-DR236	Pays the Benefit Amount for an Insured's First Hospital Confinement according to the following schedule: One day hospital confinement = \$500, Two days = \$1,000, Three days = \$2,000, Four Days = \$3,000, Five days = \$4,000, and Six days = \$5,000. Benefits for the rider will be limited to the First Hospital Admission each Policy Year for each insured. (This includes one continuous Hospital Confinement or several Hospital Confinements for the same or a related cause which are separated by less than 90 days from date of discharge). This benefit is not a cumulative benefit and will not exceed \$5,000 for each Insured for each Policy Year.	Included	Included	Included
Injury Hospital	Provides a Daily Benefit for each day an Insured Person is Hospitalized at least 24 hours due to a Covered Injury	\$150	\$150	N/A

BENEFIT	DESCRIPTION	PLAN I	PLAN II	PLAN III
<b>Indemnity</b>				
Intensive Care Unit Rider AAW-DR226	Pays a daily benefit if an Insured Person is confined to a Hospital's Intensive Care Unit, up to a maximum of 20 days per Period of Confinement.	\$500	\$500	\$500
Private Duty Nurse Rider AAW-DR227	Pays a daily benefit for each day an Insured Person requires the services of a Private Duty Nurse at least 8 hours a day while Confined in a Hospital or to the primary residence due to a Covered Injury or Sickness, up to a maximum of 30 days per Period of Confinement Hospital	\$100	\$100	\$100
Hospital Indemnity Plan AAW-D114	Pays a daily benefit for Hospital Confinement due to a Covered Accident or Sickness. It has an elimination period of 0 days of Hospital Confinement due to a Covered Accident or Sickness.	\$100	\$100	\$100
Annual Wellness Benefit (AAW-DR232)	Provides the actual charge up to the maximum benefit for the following Benefits for each insured person, subject to a deductible of \$100 per policy year. <ul style="list-style-type: none"> <li>• Annual Physical Examination (up to \$100 per examination; one examination every 12 months)</li> <li>• Annual Eye Examination (up to \$40 per examination; one examination every 12 months)</li> <li>• Prescription Lenses and Frames (up to \$50 purchase; one eyewear purchase every 24 months; this rider does not cover sunglasses)</li> <li>• Annual Hearing Examination (up to \$40 per examination; one examination every 12 months)</li> <li>• Hearing Aid (up to \$100 per purchase; one hearing aid purchase every 24 months)</li> <li>• Routine Dental Visits (up to \$25 per examination; Maximum 2 visits every 12 months)</li> <li>• Annual Flu Shot and Pneumonia Vaccination (up to \$20 per shot; maximum of one shot each for flu and pneumonia every 12 months)</li> </ul>			
Monthly Rate	Individual Individual & Spouse Individual & Children Family	\$59.81 \$119.83 \$107.41 \$164.93	\$79.90 \$154.90 \$139.70 \$209.70	\$115.96 \$218.70 \$198.79 \$297.53

Upon becoming an AppleOne temporary associate, the individual is given information regarding medical, dental, and vision coverage. There are no conditions barring temporary personnel from taking advantage of these benefits.

## CONTRACTING WITH COMMUNITY BUSINESS ENTERPRISES

- I. The process used for identifying minority vendors:

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

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

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

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

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

CGF BUSINESS SOLUTIONS, INC.  
3631 AGNES AVE.  
LYNWOOD, CA 90262  
ATTN: ANN STARKEY

WORD PROCESSING UNLIMITED  
20924 VANOWEN, SUITE 200, CANOGA PARK,  
CA 91303  
ATTN: MELBA MEYER

HELPMATE STAFFING  
900 WILSHIRE BLVD., SUITE 914  
LOS ANGELES, CA 90017  
ATTN: JULIA BOLDEN

Ladera Career Paths  
6820 La Tijera Blvd., Ste. 217  
Los Angeles, CA 90045

Accutrans  
1105 Howard  
Glendale, CA 91207

Compton Chamber of Commerce  
205 South Willowbrook  
Compton, CA 90220

Personnel Plus  
12052 East Imperial Highway  
Norwalk, CA 90650

Charlotte Asberry  
3530 W. 27<sup>th</sup> Street  
Los Angeles, CA 90018

Eagle Transcribing Services  
19252 Worchester Lane  
Huntington Beach, CA 92627

Jasco Word Processing Services  
1904 East San Luis Street  
Compton, CA 90220

Overflow Business Services  
197 Racquet Club Drive  
Compton, CA 90220

Snelling Temporaries  
490-C W. Arrow Highway  
San Dimas, CA 91773

Latino Chamber of Commerce  
P.O. Box 173  
Compton, CA 90223

Extra Job Employment Agency  
13458 Verdura Avenue  
Downey, CA 90242

P & G Services  
823 East 106<sup>th</sup> Street  
Los Angeles, CA 90002

Minute Man, Inc.  
Temporary Help Service  
P.O. Box 710  
Bell, CA 90201

Personalized Business Services  
3982 Degnan Blvd.  
Los Angeles, CA 90008

ADECCO  
801 N. BRAND BLVD., SUITE 185  
GLENDALE, CA 91203

The Wentworth Co., Inc.  
479 W. 6<sup>th</sup> Street  
San Pedro, CA 90731

Volt Temporary Services  
1100 E. Orangethorpe Ave., #100  
Anaheim, CA 92801-1144

SEO Transcribing Service  
23123 Frisca Drive  
Valencia, CA 91355

T & R Secretarial Pool  
823 East 95<sup>th</sup> Street  
Los Angeles, CA 90002

Volt Services  
3950 Paramount Blvd #115  
Lakewood, CA 90712-4109

National Personnel Services  
2225 Via Fernandez  
Palos Verdes Estates, CA 90274

RD & Associates  
1249 Diamond Bar Blvd., Ste. 339  
Diamond Bar, CA 91765

Son Roms Business Services  
249 E. 158<sup>th</sup> Street  
Gardena, CA 90248

Jaro's Professional Word Processing Service  
3436 West 43<sup>rd</sup> Street  
Los Angeles, CA 90008

E. Reider Enterprises  
4660 W. Point Loma Blvd.  
San Diego, CA 92107

Wendy Tate, Second Supervisorial District  
County of Los Angeles  
12915 S. Jarvis Ave.  
Los Angeles, CA 90061

Rose Kindel Marketing  
Hilton Office Center  
900 Wilshire Blvd., Suite 1030  
Los Angeles, CA 90017

Jabren Professional Services  
3053 Rancho Vista Blvd., Ste. H226  
Palmdale, CA 93551

National Secretarial Service  
5214 Yolanda  
Tarzana, CA 91356

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Act I Personnel Services  
18522 Hawthorne Blvd.  
Torrance, CA 90504

A.P.R. Consulting, Inc.  
22632 Golden Springs Drive, Suite 330  
Diamond Bar, CA 91765-4180

Career Advantage Personnel Service  
1215 East Airport Drive, Suite 125  
Ontario, CA 91761

IDI Personnel Services  
3560 Santa Anita Ave., Suite J  
El Monte, CA 91731

CHANGE LANES  
43424 COPELAND CIRCLE, SUITE A  
LANCASTER, CA 93535  
ATTN: CYNTHIA SPEARS

Emerald Agency  
6080 Center Drive, 6<sup>th</sup> Flr  
Los Angeles, CA 90045

Lisa Eredia Secretarial Service  
14256 Amar Road  
La Puente, CA 91746

Total Quality Staffing Service  
13191 Crossroads Parkway N., Ste. 143  
City of Industry, CA 91746

Jacqueline B. & Associates, Inc.  
1010 Cumberland Road  
Glendale, CA 91202

Precision Plus Word Processing  
131 West Mariposa Street  
Altadena, CA 91101

Network Temporary Services  
9171 Wilshire Blvd., Ste. B  
Beverly Hills, CA 90210

Cindy's Professional Service  
811 N. Plantation Lane  
Walnut, CA 91789

Jorema, Inc.  
2419 11<sup>th</sup> Avenue  
Los Angeles, CA 90018

ABCO  
P.O. Box 816  
Burbank, CA 91503

Taylor Dane Personnel Services  
336 North Poinsettia Place  
Los Angeles, CA 90036

Micro Tech  
2103 Den Mead Street  
Lakewood, CA 90712

Progressive Business Services  
8613 South Cimarron Street  
Los Angeles, CA 90047

Right Choice Business Services  
5813 Jadette Street  
Alta Loma, CA 91737

DNICA  
5606 GEER AVE.  
LOS ANGELES, CA 90016

Washington Associates  
1207 W. 83<sup>rd</sup> Street  
Los Angeles, CA 90044

Professional Services Group  
1170 S. Windsor Blvd.  
Los Angeles, CA 90019

Riley Office & Management Control  
115 W. California Ave., #147  
Pasadena, CA 91105

Roberts & Associates  
1227 S. Arlington Ave.  
Los Angeles, Ca 90010

Accounts Overload  
10990 Wilshire Blvd., 14<sup>th</sup> Floor  
Los Angeles, CA 90024-9935

Ana Pembedjian, Fifth Supervisorial District  
869 K. Hahn Hall of Administration  
Los Angeles, Ca 90012

KIMCO  
12070 Telegraph Rd., Suite 300  
Santa Fe Springs, CA 90670

Cawley Personnel Services  
180 S. Lake Ave.  
Pasadena, CA 91101

APR CONSULTING  
3200 EL CAMINO REAL, SUITE 130  
IRVINE, CA 92602

Apple One-Human Resources Consultant  
888 S. Figueroa St., Suite 170  
Los Angeles, Ca 90017

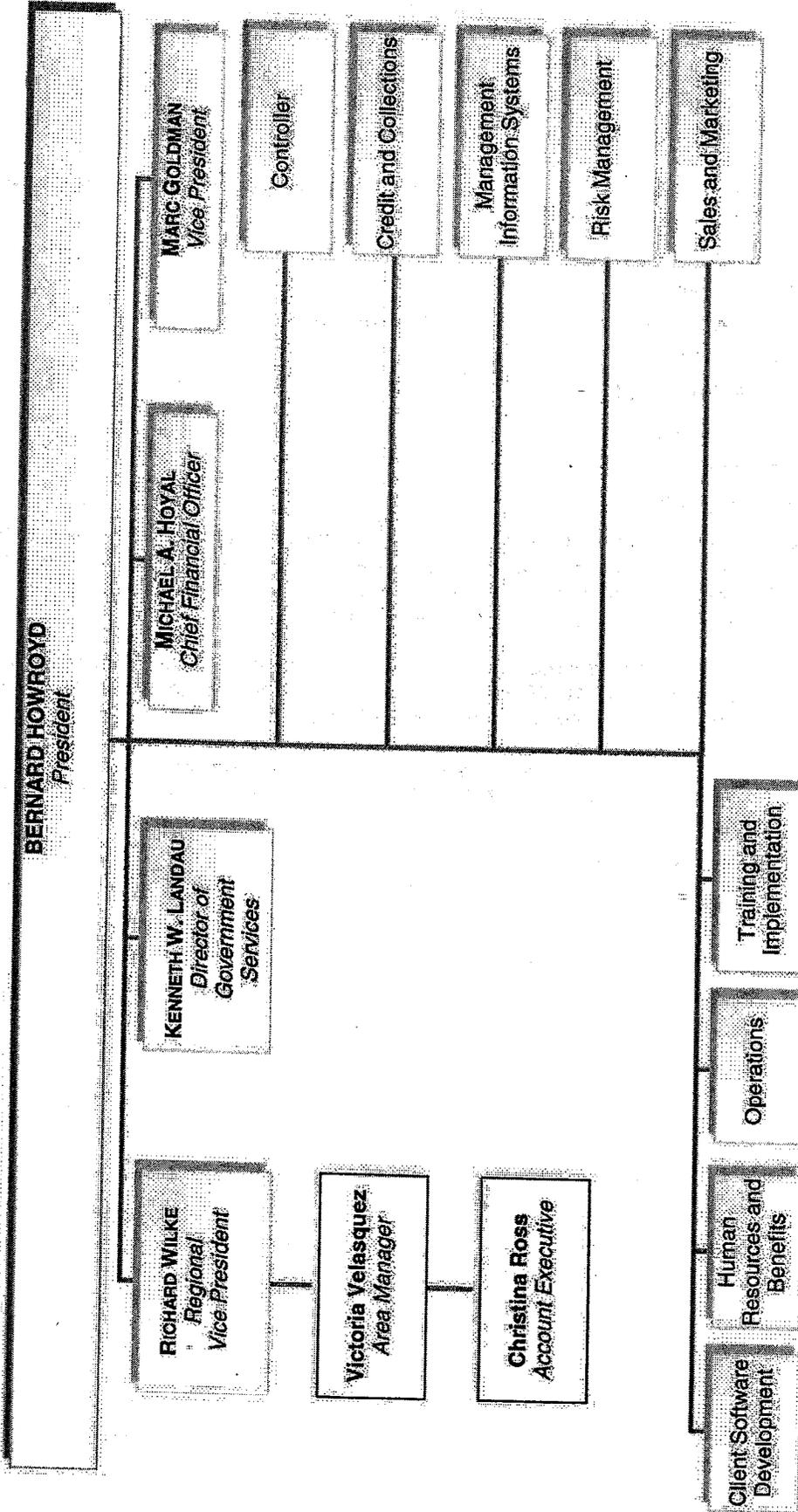
NEWPOINT MANAGEMENT, LLC  
144 GREENBRIAR LANE  
LA PUENTE, CA 91744

Chrysalis Labor Connection  
516 S. Main Street  
Los Angeles, CA 90013

Reliable Admin Resources  
Attn: Patrice Davezan  
6245 Mulan Street  
Corona, CA 92880

**Organizational Chart**

AppleOne's corporate structure specific to this solicitation is illustrated by the following organizational chart.



**Bid Information****Bid Number :** 6400805**Bid Title :** RFP to Provide Clerical Services for the County of Los Angeles Probation Department - Central Juvenile Hall**Bid Type :** Service**Department :** Probation**Commodity :** TYPING AND WORD PROCESSING SERVICE**Open Date :** 3/21/2008**Closing Date :** 5/9/2008 12:00 PM**Notice of Intent to Award :** [View Detail](#)**Bid Amount :** N/A**Bid Download :** [Available](#)

**Bid Description :** The Los Angeles County Probation Department is requesting proposals to provide long term clerical services at Central Juvenile Hall, 1605 Eastlake Avenue, Los Angeles, Ca 90033. Interested and qualified contractors who have demonstrated that they meet the set minimum requirements are invited to submit proposals.

A Mandatory Proposer's Conference for the Central Juvenile Hall solicitation is scheduled for Thursday, April 10, 2008 @ 10:30 a.m., at Central Juvenile Hall, 1605 Eastlake Avenue, Los Angeles, Ca 90033. For a copy of the Central Juvenile Hall RFP #6400805, which establishes guidelines, criteria, and procedures for proper application and to make reservations for the Mandatory Proposer's Conference, notify Yvonne Humphrey at (562) 940-3313 by 12:00 p.m., Wednesday, April 9, 2008. Deadline for submitting proposals is Friday, May 9, 2008, 12:00 P. M. PDST

**Contact Name :** Yvonne Humphrey**Contact Phone# :** (562) 940-3313**Contact Email :** [Yvonne.Humphrey@Probation.LACounty.gov](mailto:Yvonne.Humphrey@Probation.LACounty.gov)**Last Changed On :** 3/21/2008 4:12:36 PM