COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

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

DONALD H. BLEVINS
Chief Probation Officer

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#62 JUNE 29, 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

June 29, 2010

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 PATRICIA FENTON MEDICAL TRANSCRIPTION SERVICES TO PROVIDE TRANSCRIBING SERVICES FOR THE PROBATION DEPARTMENT

(3 VOTES, ALL SUPERVISORIAL DISTRICTS)

SUBJECT

The County of Los Angeles Probation Department (Probation) is requesting that your Board approve a contract with Patricia Fenton Medical Transcription to provide transcribing services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the transcribing 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 Patricia Fenton Medical Transcription to provide transcribing services to the Probation Department at an estimated annual amount of $1,206,000 for the period of July 1, 2010 through June 30, 2011. Delegate authority to the Chief Probation Officer to prepare and execute contract amendments to extend the contract terms for up to four (4) additional 12-month periods upon approval as to form by County Counsel.

3. Delegate authority to the Chief Probation Officer to execute modifications to the contract not exceeding ten percent (10%) of the per line 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.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain Board approval of a contract (Attachment I) with Patricia Fenton Medical Transcription to provide transcribing services for the Probation Department.

The Probation Department has utilized contracted transcribing services since 1986 utilizing the Request for Proposal (RFP) process. The current contract is set to expire on July 5, 2010. Approval of this contract will enable the Probation Department to continue receiving transcribing services at its designated work locations. A competitive solicitation process was conducted and Patricia Fenton Medical Transcription was the highest-ranking proposer, submitted the lowest price and was selected as the new contract provider for transcribing services.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the Countywide Strategic Plan, Organizational Goal #1. Implementation of the recommendations will enable the Probation Department to continue receiving transcribing services.

FISCAL IMPACT/FINANCING

Attachment II compares the cost of contract services with the costs the County would incur if the transcribing services were to be provided by County employees. The annual savings to the County is estimated at $153,251.05. Because the annual number of lines to be transcribed cannot be projected with certainty given fluctuations in the number of court reports, the actual contract savings may be more or less than estimated.

Funding for this agreement in the amount of $1,206,000 is included in the FY 2010-2011 Proposed Budget. The proposed contract includes provisions for non-appropriation of funds and budget reductions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 1986, the Probation Department has contracted for transcribing services. The Probation Department has a need to continue utilizing these services at its designated work locations. The scope of work for this contract includes providing accurate and timely transcribing of all adult and juvenile court reports, letters and miscellaneous forms required, and transmitting the completed dictation electronically.

The proposed contract is authorized by the Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). The Probation Department has complied with all requirements for contracting with private businesses under Los Angeles County Code Chapter 2.121. Consistent with these requirements, the awarded contract will provide all services at a cost less than the County.

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). Patricia Fenton Medical Transcription will pay its employees no less than $11.84 per hour.

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 158 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 III). As a result, six (6) potential providers requested copies of the RFP, eight (8) potential providers attended the mandatory bidder's conference, and four (4) 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 four proposals received on December 19, 2008 as a result of the RFP issued on
October 31, 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.

Three proposals passed the initial screening and proceeded to the final evaluation process. The proposals submitted by Patricia Fenton Medical Transcription, Aegis PeopleSupport, and Word Processing Unlimited, Inc. 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 Patricia Fenton Medical Transcription had the lowest cost per line for the transcribing services to be provided. They received the highest overall score, and was rated the most responsive to Probation needs by the Evaluation Committee. Patricia Fenton Medical Transcription made a firm commitment to comply with all RFP requirements.

The Auditor Controller has reviewed the cost analysis and concurs that the contract is cost effective.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This contract will continue the current level of services in the Probation Department.

Respectfully submitted,

DONALD H. BLEVINS
Chief Probation Officer

DHB:TH:CK:yh

Enclosures

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

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PATRICIA FENTON MEDICAL TRANSCRIPTION

TO PROVIDE

TRANSCRIBING SERVICES FOR
LOS ANGELES COUNTY PROBATION DEPARTMENT

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PATRICIA FENTON MEDICAL TRANSCRIPTION
TO PROVIDE
TRANSCRIBING SERVICES

This Contract and Exhibits made and entered into this 29TH day of JUNE, 2010 by and between the County of Los Angeles, hereinafter referred to as COUNTY and Patricia Fenton Medical Transcription located at 31255 Cedar Valley Drive, Suite 313, Westlake Village, California 91362, hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, the Los Angeles County Probation Department has a need for the services of a CONTRACTOR to provide transcribing services; and

WHEREAS, COUNTY may Contract with private business for such service if certain requirements are met pursuant to Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121; and

WHEREAS, CONTRACTOR is duly qualified to engage in the business of providing services as set forth hereunder and warrants that it possesses the competence, experience, preparation, organization, staffing and facilities to provide services as described in this Contract; and

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

WHEREAS, the Board of Supervisors has found it is feasible and cost effective to Contract for the services contemplated by this Contract.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the mutual benefit to be derived therefore, the parties hereto agree as follows:

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1.0 APPLICABLE DOCUMENTS

Exhibits A (A1,A2,A3,A4), B, C, D, E, F, G, H, I, J, K L, M, N, O, P, Q, R and S are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1	EXHIBIT A -	Statement of Work
1.1.1	EXHIBIT A1 -	Contracted Work Locations
1.1.2	EXHIBIT A2 -	Court Report Forms
1.1.3	EXHIBIT A3 -	Transmission Schedule
1.1.4	EXHIBIT A4 -	Late Dictation Report
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
	EXHIBIT G1 -	Employee's Acknowledgement of Employer
	EXHIBIT G2 -	Non-Contractor Employee Acknowledgement and Confidentiality
1.8	EXHIBIT H -	Jury Service Ordinance
1.9	EXHIBIT I -	Safely Surrendered Baby Law
1.10	EXHIBIT O -	Confidentiality of CORI Information
1.11	EXHIBIT P -	Contract Discrepancy Report
1.12	EXHIBIT Q -	Performance Requirements Summary (PRS)
1.13	EXHIBIT R -	Internal Revenue Service Notice 1015
1.14	EXHIBIT S -	Certification of Compliance with the COUNTY'S Defaulted Property Tax Reduction Program

Unique Exhibits:
Prop A - Living Wage Program

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

Health Insurance Portability & Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) Agreement

1.18 EXHIBIT N - CONTRACTOR'S Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)

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, deliverables, 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.

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 the *Statement of Work, Exhibit A.*

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

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for a twelve (12) month period commencing July 1, 2010 or upon execution by County's Board of Supervisors (which ever is later), unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The COUNTY shall have the sole option to extend this Contract term for up to four (4) additional twelve (12) month periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Chief Probation Officer upon mutual agreement with the CONTRACTOR.

4.3 CONTRACTOR shall notify the Probation Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to the Probation Department.

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 One Million Two Hundred Six Thousand Dollars ($1,206,000) as long as the total number of lines does not exceed 6.7million. If total annual number of lines does exceed 6.7 million, payment shall continue to be made at the agreed upon per line rate. 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, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.

5.3 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 15th calendar day of the month following the month of service.

No invoice will be approved for payment unless the following is included:

- ***Exhibit K - Monthly Certification for Applicable Health Benefit Payments (if applicable)***
- ***Exhibit L - Payroll Statement of Compliance***

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

Los Angeles County Probation Department
Attention: Barbie Starec, Program Manager
200 W. Woodward Avenue
Alhambra, CA 91801

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

5.5.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to COUNTY departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

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

The Contract (hourly, daily, monthly, etc.) 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 Administrative 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 is 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 CONTRACTOR shall provide its own full time officer or employee as Project Director and clearly **identify the person in the proposal.** The Project Director shall 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. The Project Director shall provide overall management and coordination of the Contract services on the CONTRACTOR'S behalf, and shall act as the central point of contact with Probation.

7.1.3 When Contract work is being performed at times other than described above or when the Project Director cannot be present, and with prior approval of the COUNTY Program Manager, an equally qualified individual shall be designated to act for the CONTRACTOR Project Director.

7.1.4 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.

7.1.5 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.

7.1.6 The Project Director must have at least three (3) years of demonstrated experience within the last five (5) years in providing transcribing services.

7.1.7 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. *(Refer to 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 Background and Security Investigations

CONTRACTOR shall be responsible for the ongoing implementation and monitoring of sub-sections 7.3.1 through 7.3.7. 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.

7.3.1 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.

7.3.2 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.

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

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

7.3.5 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.

7.3.6 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 reserve 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 in writing from COUNTY.**

7.3.7 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.

7.4 Confidentiality

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

7.4.1 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 G2. 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 G3.

7.4.2 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.

7.4.3 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.

7.4.4 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.

7.5 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 Chief Probation Officer or his/or designee.

8.1.3 The Chief Probation officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - 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 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, 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.

8.7 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.

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.

8.17 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.

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, 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 sub-paragraph 7.4 - 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
Contracts & Grants Management Division
County of Los Angeles Probation Department
9150 East Imperial Highway, Room B-62
Downey, California 90242

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

- Specifically identify this Contract;

- Clearly evidence all coverages required in this Contract; Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;

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

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

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 **Professional Liability** insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees within limits of not less than $1 million per occurrence and $3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

8.25.3 **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".

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

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

8.26.2 If the Chief Probation Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the Chief Probation Officer, or his/her designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Chief Probation Officer, or his/her designee, may:

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Exhibit P,* 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 sub-paragraph 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 the Probation Department 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 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 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
Contracts & Grants Management Division
COUNTY of Los Angeles Probation Department
9150 East Imperial Highway, Room B-62
Downey, California 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 used 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 sub-paragraph 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.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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.

4. If the CONTRACTOR is not required to pay a living wage when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Living Wage Program's definition of "Employer" or if the CONTRACTOR no longer qualifies for 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.

5. For purposes of the CONTRACTOR'S obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a COUNTY facility if the CONTRACTOR pays the Employee any amount for that time or if California law requires the CONTRACTOR to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between COUNTY facilities that are subject to two different Contracts between the CONTRACTOR and the COUNTY (of which both Contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such COUNTY facilities if the CONTRACTOR pays the Employee any amount for that time or if California law requires the CONTRACTOR to pay the Employee any amount for that time.

9.1.3 CONTRACTOR'S Submittal of Certified Monitoring Reports

The CONTRACTOR shall submit to the COUNTY certified monitoring reports at a frequency instructed by the COUNTY. The certified monitoring reports shall list all of the CONTRACTOR'S Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, 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) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

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) and Clinical Health Act (HITECH)(Business Associate Agreement).*

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

9.3.2 The CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or

aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.3.3 The CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

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

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

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

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

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

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 Contract 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 Gloria Molina
Chair, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By
Deputy

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

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

By
Deputy

Patricia Fenton Medical Transcription

By Pat Fenton
Name

OWNER
Title

APPROVED AS TO FORM:

Andrea Sheridan Ordin
County Counsel

By
Gordon W. Trask
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

62 JUN 29 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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STATEMENT OF WORK

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APPENDIX B

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The CONTRACTOR shall provide accurate and timely transcribing of all adult and juvenile court reports, letters and miscellaneous forms required by the forty-three (43) work locations. The COUNTY may, at its sole discretion, add or delete facilities, based on the needs of the COUNTY. (Refer to Exhibit A1) It is projected that approximately 6.7 million lines will be transcribed from dictation submitted by forty-three (43) work locations during the first contract year. CONTRACTOR shall provide an electronic method for counting the number of lines produced per court report. Actual transcribing workload may be less than or greater than the stated volume due to unpredictable circumstances. The CONTRACTOR will install a point-to-point fractional T-1 or equivalent connection to LANet at the CONTRACTOR'S secure location in order to provide service to the designated work locations. The CONTRACTOR will utilize workstations hosted on a separate internal network that do not have access to the Internet. CONTRACTOR shall provide access to a confidential website that will guarantee access to the County Program Manager of all transcribed reports twenty-four (24) hours per day. Additionally, CONTRACTOR shall provide for the filing, retrieval and destruction of court reports. The CONTRACTOR shall perform to the standards in Exhibit P, Performance Requirement Summary Chart.

2.0 SPECIFIC WORK REQUIREMENTS

2.1 General

2.1.1 CONTRACTOR is responsible for a digital system that will allow telephonic dictation of adult and juvenile court reports and miscellaneous forms and letters. CONTRACTOR shall ensure that persons calling to dictate reports, forms, or letters are advised of any wait time utilizing an audio indicator and requirements to dictate. CONTRACTOR is expected to accurately transcribe and electronically attach completed reports to the Probation Enterprise Document Management System (PEDMS), twice daily, in an efficient, timely, and scheduled manner. CONTRACTOR shall notify COUNTY immediately, upon determination that there is a problem with electronic transmission of documents via PEDMS, or anything that may cause a disruption in the expected level of services. CONTRACTOR shall provide COUNTY with a back up to the digital dictation system in case of emergencies. CONTRACTOR shall additionally provide a method of courier service for locations where digital dictation is not feasible for the COUNTY.

2.1.2 CONTRACTOR shall ensure all transcribed materials are stored in a secure and easily retrievable manner as well as ensure the confidentiality of all of the information contained in these materials. CONTRACTOR is expected to submit management reports to the COUNTY on a regular basis and in a timely manner.

2.2 Transcribing

The CONTRACTOR shall produce accurate, legible, and neat court reports with correct spelling and grammar.

2.2.1 Completed reports must be clean and error free.

2.2.1.1 Words must not be broken and hyphenated at the end of a line; if a word is too long, it should be typed in full on the following line.

2.2.1.2 Whenever dictation is unclear to CONTRACTOR, it shall be the responsibility of CONTRACTOR to contact the Deputy Probation Officer (DPO) or Supervising Deputy Probation Officer (SDPO) for clarification. If unable to reach DPO or SDPO, **leave a blank area** on the transcribed report. CONTRACTOR shall not type the word "inaudible" or any other word when clarification is needed. CONTRACTOR is required to leave the area blank. Further, CONTRACTOR shall attach to the report and return to Probation a statement specifying the unclear dictation and its location.

2.2.1.3 At least one line of text of the court report shall be on the signature page. No court report shall have a stand-alone signature page.

2.2.1.4 CONTRACTOR shall proofread all reports for typographical errors, correct format, and punctuation. COUNTY shall audit CONTRACTOR'S reports on a random basis to ensure compliance.

2.2.1.5 In the event that CONTRACTOR utilizes telecommuters for transcribing services, CONTRACTOR shall ensure that the confidentiality of court reports and/or other COUNTY documents are maintained while in the care of CONTRACTOR'S telecommuters. CONTRACTOR shall provide COUNTY with names of employees telecommuting

under this contract. Telecommuters shall reside in the State of California.

2.2.2 CONTRACTOR shall use the appropriate format indicated by the DPO dictating. If CONTRACTOR believes the dictated format to be an error, CONTRACTOR shall contact the DPO or SDPO for verification. The different forms are listed in Exhibit A2.

2.2.3 CONTRACTOR shall use the templates mandated by the COUNTY. Templates are the property of the COUNTY, and any changes to the templates are to be made only at the direction of the COUNTY. Upon request, CONTRACTOR shall develop and provide software templates in Microsoft Word 2000, for new court report forms as directed by the Probation Department. In addition, CONTRACTOR shall modify existing software templates (help screens, tool bars, directions for forms/inserts) and provide them to Probation, upon request.

2.2.4 The content of the dictation shall not be changed, without the consent of the DPO or the SDPO.

2.2.5 If a transcribing system is developed or used by the CONTRACTOR and approved by the COUNTY, CONTRACTOR shall provide the necessary on-site training for Probation employees and provide supplementary written training materials as needed. Any system developed or used by CONTRACTOR for services specifically for COUNTY under the resultant contract shall be the property of the COUNTY.

2.3 Dictation

CONTRACTOR shall provide an adequate number of toll-free telephone lines (per the COUNTY'S assessment) dedicated for COUNTY dictation. CONTRACTOR'S toll-free telephone lines shall be available twenty-four (24) hours per day, seven (7) days per week and answered within 3-5 rings. DPOs and other Probation staff shall dictate digitally to CONTRACTOR'S location. Any dictation received by CONTRACTOR after 5:00 p.m. weekdays and/or weekends and holidays is considered as work submitted the following workday.

2.4 Transmissions

2.4.1 Transmit

CONTRACTOR shall electronically transmit the completed transcriptions to PEDMS unless otherwise instructed by COUNTY.

CONTRACTOR shall transmit the completed dictation, at a minimum, twice daily as listed in Exhibit A3, at least once in the morning and once in the afternoon. The afternoon transmittal to any office shall be no later than 4:30 p.m.

CONTRACTOR shall transmit daily to the COUNTY'S Program Manager a transmission log and confirmation printout of the completed dictation transmitted to PEDMS.

2.4.2 Timely Dictation – CONTRACTOR shall transmit all transcribed Early Disposition Program reports (form number 1402) and all Special Investigation Unit reports (form number 241.1) within twenty-four (24) consecutive hours from the time the dictated material was made available to CONTRACTOR, excluding weekends and holidays. All other transcribed material shall be transmitted to the originating work location within forty-eight (48) consecutive hours from the time the dictated material was made available to CONTRACTOR, excluding weekends and holidays and out of sequence reports.

2.4.3 Sequence of Transcribing Reports – All court reports shall be transcribed on a first-in, first-out basis, unless otherwise instructed by the COUNTY Director of the office from which the dictation originated. See Section 2.7.3 below – NOTE: CONTRACTOR must have capability to respond to emergency requests.

2.4.4 High Profile Reports

All high profile reports shall have an additional level of security as follows:

2.4.4.1 CONTRACTOR shall provide COUNTY within five (5) business days of start of the contract, a list of one or two of CONTRACTOR'S staff responsible for transcribing high profile COUNTY reports.

2.4.4.2 CONTRACTOR shall keep a record of all high profile reports. The report shall include the date and time CONTRACTOR received the report, DPO'S name, work location, the name of CONTRACTOR'S staff that transcribed the report, and the date and time the report was transmitted to the work location.

2.4.4.3 CONTRACTOR shall provide a record of all high profile reports to COUNTY on a monthly basis.

2.5 Storage and Retrieval of Court Reports

2.5.1 CONTRACTOR shall retain an electronic copy of all court reports. The court reports must be deleted within six (6) months of the termination of the contract with COUNTY or upon COUNTY'S request.

2.5.2 CONTRACTOR shall use a logical, reasonable and easily accessible filing and indexing system for storing so, if necessary, reports can be provided to Probation within two (2) hours after request. Upon COUNTY'S request, CONTRACTOR shall make reports accessible to authorized COUNTY staff.

2.5.3 The system used by the CONTRACTOR shall be fully documented as to the method of indexing and filing, work flow and control functions.

2.6 Security

2.6.1 CONTRACTOR shall provide a security system which will protect against the unauthorized release of any information contained in any court report or other documents transcribed and stored by CONTRACTOR. CONTRACTOR shall ensure that all employees of CONTRACTOR have been thoroughly briefed regarding the confidentiality requirements of Sections 827 and 828 of the Welfare and Institutions Code and 1203.05, 1203.10, and 11140 through 11144 of the Penal Code of California. CONTRACTOR shall ensure that by the first day of employment, all employees read, understand and sign the Confidentiality of CORI information form (see Exhibit O) and are instructed regarding disclosure of criminal records and background investigation (see Section 6.4.7). A copy of the CORI form shall be made and forwarded to the Program Manager within five (5) business days of start of employment. CONTRACTOR shall ensure that all employees working under this contract have cleared background checks and have signed the CORI statement prior to start of the contract.

2.6.2 CONTRACTOR shall provide a back-up system which will eliminate the possibility of loss of stored data due to power loss or equipment failure.

2.6.3 CONTRACTOR shall provide a secure, locked location for the data line and router, to be approved by the COUNTY. CONTRACTOR'S workstations must be placed in a secured location, have anti-virus software, desktop firewall software and must maintain the latest Microsoft "critical" patches. These workstations must be hosted on

a separate internal network and not have access to the Internet. The workstation configuration and security of the location(s) must be approved by the COUNTY. The workstations must have Windows NT operating system, at a minimum, with no automatic logon, individual accounts for users, and all workstation-auditing features turned on.

2.7 Management Information System

2.7.1 CONTRACTOR shall transmit to COUNTY'S Program Manager a log of the completed court reports being returned. The log must include, at a minimum, the number of pages and a line count for each report, the number of reports, the date and time the dictated reports were processed by the CONTRACTOR, the date and time the completed reports are being returned to the DPO, the case name, the DPO name and location, the court number, hearing date and any problems encountered.

2.7.2 The CONTRACTOR shall prepare, compute and submit to Program Manager, along with the monthly invoice, routine monthly reports. The elements of such report to be agreed upon by COUNTY and CONTRACTOR.

2.7.3 CONTRACTOR shall keep a record of all dictations to transcribing. Dictation is due in transcribing five (5) days prior to the court date for investigation cases and six (6) days prior to the court date for supervision cases. This record should include area office, SDPO name, DPO name, total cases dictated, total cases dictated on time, total cases dictated late, total cases dictated late but excused and a percent of each as it relates to the total number of cases dictated. (Refer to Exhibit A4) This information should be provided to Probation Program Manager by the 10th business day of the month for the previous month. See Section 2.4.3 above.

Investigation dictation received four (4) or less days prior to the court date shall be considered late. Supervision dictation received five (5) or less days prior to the court date shall be considered late.

2.8 Self Monitoring Reports

CONTRACTOR shall prepare monthly reports that indicate the level of services rendered to each of the work locations and submit to COUNTY Contract Monitor by the 10th working day of the following month. Report format and content is subject to final COUNTY review and approval.

2.9 All templates created and or modified for use by the CONTRACTOR in the performance of this contract are the property of the COUNTY. All software developed for use with the templates are the property of the COUNTY and shall be made available to COUNTY upon request and turned over to the COUNTY upon termination of contract.

2.10 Introduction of New Technology

CONTACTOR is encouraged to suggest new technology to the COUNTY throughout the term of the contract. COUNTY must approve new technology in writing. Digital dictation and web-based upload and retrieval through secure connections are examples of such technology. Proposed technology must result in more productive and efficient services to COUNTY. In the event that implementation of new technology results in lower cost to CONTRACTOR, COUNTY shall negotiate and adjust costs accordingly.

CONTACTOR'S Project Director shall contact COUNTY Program Manager and/or COUNTY Contract Manager to notify COUNTY of any proposed system or process enhancement. If COUNTY accepts and approves new technology, CONTRACTOR shall incorporate it within a reasonable time as determined by COUNTY.

3.0 QUALITY CONTROL

The CONTRACTOR shall establish and provide a Quality Control Plan to ensure that the requirements of the contract are met. The plan shall be submitted as a 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 limited to:

3.1 An inspection system covering all the services listed in the Performance Requirements Summary (refer to Exhibit P). 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 inspections.

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 evaluations conducted by 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 this contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.38, "Record Retention and Inspection".

3.4 Detailed plan of methods for ensuring uninterrupted service to Probation in the event of a strike of CONTRACTOR'S employees or 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 ensuring that confidentiality of 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 will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures as defined in this contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, COUNTY'S Quality Assurance Plan.

4.1 Performance Evaluation Meetings

The CONTRACTOR Project Director or his alternate shall meet at least weekly with the COUNTY Program Manager 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 Exhibit Q). 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 CONTRACTOR'S Project Director and the COUNTY'S Program Manager. Should the CONTRACTOR not concur with the minutes, the CONTRACTOR shall state in writing to the COUNTY 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.

4.3 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.

4.4 Contract Discrepancy Report *(Exhibit Q)*

Verbal notification of a contract discrepancy will be made to the Contract Monitor as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.

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

4.5 COUNTY Observations

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

5.0 DEFINITIONS

5.1 Acceptable Quality Level (AQL) - A measure to express the leeway or variance from a standard before Probation can apply damages as specified in Exhibit P. 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 service.

5.2 Contract Discrepancy Report (CDR) - A report prepared by the COUNTY Contract Monitor to inform the CONTRACTOR of faulty service. The CDR requires a response from the CONTRACTOR explaining the problem and outlining the remedial action being taken to resolve the problem within five (5) business days after receipt of CDR.

5.3 Contract Start Date - The date the CONTRACTOR begins work (start of the basic contract period) in accordance with the terms of the contract.

5.4 CONTRACTOR Project Director - CONTRACTOR'S officer or employee responsible for administering the contract after contract award.

5.5 COUNTY Contract Monitor – Person with responsibility of monitoring the contract and the CONTRACTOR. Responsible for providing reports to COUNTY Contract Manager and COUNTY Program Manager. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the CONTRACTOR.

5.6 COUNTY Contract Manager – Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this contract.

5.7 COUNTY Program Manager – Person designated by COUNTY to manage the daily operations under this contract.

5.8 Court Report - A personal and social history, including criminal information of an adult and juvenile offender ordered by the court. The court report is a legal document and its contents are confidential. The report is not to be discussed with or disclosed to unauthorized persons as defined by the Probation Department.

5.9 Enforcement - The COUNTY 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 of recovery of the premises used herein, the CONTRACTOR agrees to pay any sum, which may be awarded to the COUNTY and by the Court for attorney's fees and costs incurred in the action brought,

5.10 Excused Late Dictation - A court report submitted after the deadline for a valid reason with the approval of the SDPO.

5.11 Juvenile and Adult Records - A personal and social history, including criminal information of an adult and/or juvenile offender ordered by the court. Juvenile and Adult Records are an accumulation of facts associated with an individual and his/her criminal activity.

5.12 LANet - Los Angeles County's high speed digital telecommunications network which establishes the ability of linking County Departments to their essential data and to each other.

5.13 Late Dictation - Any court report submitted after the published deadline.

5.14 Line – A line is defined as any printed characters extending across or partway across a page produced by a transcriber and not static wording that is part of a form.

5.15 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the contract which will be evaluated by the COUNTY to ensure contract performance standards are met by the CONTRACTOR. (Refer to Exhibit P)

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

5.17 Quality Control Program - All necessary measures taken by the CONTRACTOR to assure that the quality of service will meet the contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Statement of Work.

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

5.19 Software – The entire set of programs, procedures, and related documentation associated with a system, including MS Word Templates and programs and program code associated with this project.

5.20 System – A group of units so combined as to form a whole and to operate in unison. For this project, a system would be any automated application used to create, edit, format, print, or otherwise facilitate the generation of a court report, form, letter, or statistical report. Components of this system include but are not limited to: MS Word Templates; application language, e.g. VB, VBA, etc.; MS Word, MS Excel.

5.21 Telecommuter – An employee who works from home, 100% of the time or part time, and has the ability to access all systems and/or software from his/her home, necessary to prepare court reports.

5.22 Template – A pattern that functions as a guide to the form or structure of something being made. For this project, 'template' means a protected, formatted form with intra-form edits, developed using MS Word 2000. These forms will follow the guidelines put in place by L.A. County Probation.

5.23 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.

5.24 Workday - Normal workdays 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.

6.1.4 COUNTY shall train CONTRACTOR'S staff on the required forms.

6.2 COUNTY Furnished Property/Equipment

6.2.1 General

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

6.2.2 Required Forms

At contract award and as changes occur during the contract term, Probation will provide CONTRACTOR a sample of all forms, templates, and letterheads required in the performance of services contained in this RFP.

CONTRACTOR

6.3 Project Director

6.3.1 The CONTRACTOR shall provide its own full time officer or employee as Project Director and clearly **identify the person in the proposal.** The Project Director or an approved alternate shall be assigned locally and available for telephone contact, Monday through Friday between 8:00 A.M. and 5:00 P.M, excluding all holidays. The Project Director shall provide overall management and coordination of the contract services on the CONTRACTOR'S behalf, and shall act as the central point of contact with Probation.

6.3.2 When contract work is being performed at times other than described above or when the Project Director cannot be present, and with prior approval of the COUNTY Program Manager, an equally qualified individual shall be designated to act for the Project Director.

6.3.3 The Project Director shall have full authority to act for the CONTRACTOR on all contract matters relating to the daily operation of this contract.

6.3.4 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.

6.3.5 The Project Director must have at least three (3) years of demonstrated previous experience within the last five (5) years in providing transcribing services.

6.3.6 The Project Director and alternate must be able to read, write, speak and understand English.

6.3.7 COUNTY shall have the right to review the qualifications and approve the Project Director and any replacement recommended by CONTRACTOR.

6.4 Personnel

6.4.1 The CONTRACTOR shall be responsible for providing qualified staff to fulfill the contracted services. (COUNTY shall have the right to review and approve potential staff prior to assignment.)

6.4.2 All personnel must be able to read, write, spell, speak and understand English, and possess good grammatical skills.

6.4.3 CONTRACTOR certifies that all persons employed to perform services under this contract will be treated equally without regard to 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 (*refer to Proposer's EEO Certification – Exhibit D*).

6.4.4 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 Program Manager within five (5) business days of start of employment. (Refer to Exhibit O)

6.4.5 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.

6.4.6 All persons working on this contract have signed an Employee Acknowledgement of Employer Form.

6.4.7 <u>Employee Criminal Records, Notice and COUNTY Approval</u>

The CONTRACTOR shall be responsible for ongoing implementation and monitoring of subsections 6.4.7.1 through 6.4.7.6. 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.

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

6.4.7.2 COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment or assignment to contract duties 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 this contract under appropriate circumstances.

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

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

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

6.4.7.6 The CONTRACTOR shall submit names of employees to the Program Manager prior to the employees starting work on this contract. The COUNTY will schedule appointments to conduct a 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 final clearance and approval from COUNTY.**

6.4.7.7 Because COUNTY is charged by the State for checking the criminal conviction records of CONTRACTOR'S employees, COUNTY will bill CONTRACTOR to recover expense. The current amount is $32.00 per record check and is subject to change by the State.

6.5 CONTRACTOR-FURNISHED ITEMS

6.5.1 General

The CONTRACTOR shall furnish all necessary equipment, supplies, repair parts, materials and personnel required to perform all services required by this Statement of Work.

6.5.2 Equipment To Be Acquired

CONTRACTOR will provide a point-to-point fractional T-1 or equivalent connection to LANet in order to provide service to the designated work locations.

6.5.3 Record Storage Space

The CONTRACTOR shall provide secure storage for all records containing Probation court reports and these records must be stored separately from information of other clients of the CONTRACTOR.

6.6 CONTRACTOR'S Office

6.6.1 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 inquiries 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.**

6.6.2 CONTRACTOR shall inform the Probation Department's Program Manager, in writing, 2 weeks prior to changing locations.

7.0 HOURS/DAYS OF WORK

The CONTRACTOR shall be required to provide transcribing services, Monday through Friday, 8:00 a.m. to 5:00 p.m. COUNTY will provide a list of the COUNTY holidays to the CONTRACTOR at the time the contract is approved and annually, at the beginning of the calendar year, upon request by CONTRACTOR.

8.0 UNSCHEDULED WORK

CONTRACTOR agrees that any work performed outside the scope of "Statement of Work" section of this document, without the prior written approval of the COUNTY in accordance with contract, Section 8.1, Amendments, shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

9.0 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 include greater or fewer work locations than herein described to meet operational considerations.

10.0 PERFORMANCE REQUIREMENTS SUMMARY

10.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the contract and the Statement of Work (SOW), and are not meant in any case to create, extend, revise, or expand any obligation of 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.

10.2 On an ongoing basis, CONTRACTOR'S performance will be compared to the Contract standards. The Probation Department may use a variety of inspection methods to evaluate the CONTRACTOR'S performance. The methods of surveillance which may be used are:

- User complaints
- Random sampling
- 100 percent inspection
- Information from CONTRACTOR reports

10.3 <u>Criteria for Determination of Payment</u>

10.3.1 CONTRACTOR shall invoice Probation monthly in arrears and Probation will pay to CONTRACTOR, upon receipt of proper invoice, the monthly payment less any deductions for performance variance and/or line count discrepancies. Payments will be made monthly and only for these services rendered within the acceptable quality levels as set forth in the Performance Requirement Summary (PRS) Chart (refer to Exhibit P).

10.3.2 If performance of a service is unacceptable as determined by COUNTY and the unacceptable performance was not caused by Probation personnel, COUNTY will not be obligated to pay the full percentage for that service when performance does not conform to the requirements of this Contract. The COUNTY shall have the right to reduce the contract price to reflect the reduced value of the service provided.

10.3.3 When an instance of unacceptable performance comes to the attention of Probation personnel, who are recipients of the services provided by the contract, a User Complaint Form (UCR) may be filled out and forwarded to the COUNTY'S Contract

Monitor. The complaint will be investigated, if necessary, and may be brought to the attention of the CONTRACTOR. The receipt of several UCRs concerning a particular area of performance may result in a formal examination of the CONTRACTOR'S performance in this area.

10.3.4 Probation will make every reasonable effort to resolve problems. When the performance is unacceptable, the Probation Department will complete a Contract Discrepancy Report (CDR). The CDR will require the CONTRACTOR to respond in writing, and explain the unacceptable performance, as well as how recurrence of the problem will be prevented. The Program Manager will evaluate the CONTRACTOR'S explanation and determine if full payment, partial payment, or the contract termination process is applicable.

10.3.5 The deduction against the contract for unacceptable services shall be calculated as shown on the PRS Chart (refer to Exhibit P).

10.3.6 For services monitored by 100% inspection, or user complaints, the figure in column 6 (Deduction from Contract Price) of the PRS Chart is multiplied by the number of unacceptable instances which exceed the AQL in Column 4. The resulting dollar amount is the amount of the deduction for performance variance which shall be applied against the monthly payment.

10.3.7 For services monitored by random sampling, the total number of defects found is used to determine the percentage of the lot which is unacceptable. For illustration only, if a sample of 100 court reports is taken from a total output or lot of 1,000, and monitored to ensure the accuracy of the transcribing (the absence of typographical errors): Of these 100 reports, 10 were determined to have typographical errors. In order to determine the amount the CONTRACTOR will be assessed, the amount of unacceptable court reports (10) would be multiplied by the sample size (100) which equals 10%. This percentage is multiplied by the lot size (1000) and the product is 100 cases. Therefore 100 would be multiplied by $5.00 (the amount of damages per occurrence) and the product, $500.00, is the amount deducted from the monthly payment.

10.3.8 Actual sample sizes will be selected according to the MIL-STD-105D sample guide for sample selection (refer to Exhibit P).

10.4 The CONTRACTOR shall be required to immediately correct those activities found by Probation to be unacceptably performed. Because the sample represents the entire lot (the total number of correct reports for the day, week or month sampled), the correction of defects found by Probation shall not improve the overall rating of that service.

LOS ANGELES COUNTY PROBATION DEPARTMENT
OFFICES, CAMPS, AND PLACEMENT
CONTRACTED WORK LOCATIONS

OFFICE LOCATIONS

Antelope Valley Office
42011 4th Street West, Suite 1900
Lancaster, CA 93534

Antelope Valley Juvenile Office
321 East Avenue K-4
Lancaster, CA 93534

Barry J. Nidorf Juvenile Hall
16350 Filbert Street
Sylmar, CA 91342

Centinela Area Office
1330 West Imperial Highway
Los Angeles, CA 90044

Central Adult Investigations
320 West Temple Street, Room 180
Los Angeles, CA 90012

Crenshaw Area Office
3606 W. Exposition Blvd.
Los Angeles, CA 90016

Dorothy Kirby Center
1500 Wouth McDonnell Avenue
Commerce, CA 90022

East Los Angeles Area Office
4849 Civic Center Way
Los Angeles, CA 90022

East San Fernando Valley Area Office
14414 Delano Street
Van Nuys, CA 91401

Firestone Area Office
8526 S. Grape Street
Los Angeles, CA 90001

Foothill Area Office
300 East Walnut Street, Room 200
Pasadena, CA 91101

Harbor Area Office
3221 Torrance Blvd
Torrance, CA 90503

Harbor/Inglewood Office
1 West Regent Street, Room 631
Inglewood, CA 90301

Internal Affairs Unit
9150 East Imperial Highway
Downey, CA 90242

Kenyon Juvenile Justice Center
7625 S. Central Avenue
Los Angeles, CA 90001

Long Beach Area Office
415 W. Ocean Blvd.
Long Beach, CA 90802

Northeast Juvenile Justice Center
1601 Eastlake Avenue
Los Angeles, CA 90033

Pomona Valley Area Office
1660 West Mission Boulevard
Pomona, CA 91766

Rio Hondo Area Office
8240 South Broadway
Whittier, CA 90606

San Gabriel Valley Area Office
11234 E. Valley Blvd. Ste.302
El Monte, CA 91731

Santa Monica Area Office
1725 Main Street
Santa Monica, CA 90401

South Central Area Office
200 West Compton Boulevard
Compton, CA 90220

Special Investigations Unit
9150 East Imperial Highway
Downey, CA 90242

Valencia Sub-Office
23759 Valencia Boulevard
Valencia, CA 91355

Van Nuys/Haynes Street Area Office
14540 Haynes Street
Van Nuys, CA 91411

Camp Afferbaugh
6631 North Stephens Ranch Road
LaVerne, CA 91750

Camp Gonzales
1301 North Las Virgenes Road
Calabasas, CA 91302

Camp Holton
12653 North Little Tujunga Canyon Road
San Fernando, CA 91342

Camp Jarvis
5300 West Avenue I
Lancaster, CA 93536

Camp Kilpatrick
427 South Encinal Canyon Road
Malibu, CA 90265

Camp McNair
5300 West Avenue I
Lancaster, CA 93536

Camp Mendenhall
42230 North Lake Hughes Road
Lake Hughes, CA 93532

Camp Miller
433 South Encinal Canyon Road
Malibu, CA 90265

Camp Munz
42220 North Lake Hughes Road
Lake Hughes, CA 93532

Camp Onizuka
5300 West Avenue I
Lancaster, CA 93536

Camp Paige
6601 North Stephens Road
LaVerne, CA 91750

Camp Resnik
5300 West Avenue I
Lancaster, CA 93536

Camp Rockey
1900 North Sycamore Canyon Road
San Dimas, CA 91773

Camp Routh
12500 Big Tujunga Canyon Road
Tujunga, CA 91042

Camp Scobee
5300 West Avenue I
Lancaster, CA 93536

Camp Scott
28700 North Bouquet Canyon Road
Santa Clarita, CA 91390

Camp Scudder
28750 North Bouquet Canyon Road
Santa Clarita, CA 91390

Camp Smith
5300 West Avenue I
Lancaster, CA 93536

ADULT AND JUVENILE COURT REPORT FORMS

FORM NUMBER	ADULT FORM NAME
5A	Blank Pleading Form
19SC	P&S; 131.3; DEJ; Post Sentence; Diversion
241A	General Supervision Report
241E	BWI/Desertion
241F	Notice on Financial Conditions
241H	Death of Probationer
241I	Violation for Financial Conditions
241J	Violation for Narcotic Testing
241K	General Violation
241L	Early Term; Reduction; Term; Dism.
241M	Supplemental Report-CII only
241N	Deportation of Probationer
241P	Probationer in Prison; 1203.2A Term in Prison
241Q	Technical Violation ***(Notice)***
522R	Request for Calendar Date
537	Report to Sheriff's Department-Probation Violator
613	Continuance/Prob-DEJ Denied
641	Arrest of Probationer re Violation of Probation
646	Notice to Probationer/Request for Calendar Date
691	County Parole/To Board of Parole Commissioners
712	Supplemental Report
898	Adult Commitment Transmittal
940	Probation Department Progress Report (ISC; CS)
1030	Diversion Report
1082	Notice to Court of Arrest of Probationer ***(Notice)***
1201	Modification/Non-Appearance (1203.9 PC Outgoing)
1227	Interstate Compact Report; County Supervision Report
1242	Recommended Terms and Conditions of Probation

ADULT AND JUVENILE COURT REPORT FORMS

1302	DEJ/Probation Grant
1361	Waiver of Right to a Hearing Regarding COPS
1390	Request for Judgment and Entry of Judgment (1203.1b)
1395	1210PC Progress Report
1402	Early Disposition
1403	Determination of the Cost of Probation Services
P9316	County Parole Investigation Report
P10009	Pretrial Services Division Interview Form
YA1.411	YA Referral Document
YA3-528	Parole and Probation Form I

(Juvenile forms continued on next page)

ADULT AND JUVENILE COURT REPORT FORMS

FORM NUMBER	JUVENILE FORM NAME
5A	Blank Pleading Form
24	Supplemental Investigation
24CP	Camp Furlough/Progress Report
24JR	Placement Judicial Review
25A	Notice of Violation/777 WIC
202A	601 WIC Petition – General
202F	601 WIC Petition – Truancy
202I	778 WIC Petition
581	Youth Authority Packet Inventory
651	Notice of Warrant Issued by Juvenile Court
706	Juvenile Petition Request Witness List
804	Information for Court Officer (Juvenile)
840	Recommendation for Continuance
981	Juvenile Court Calendar Set-on Slip Appearance Hearing-Non-Detained
1043	Probation Officer's Report for Civil Court
1086	15-Day Detention Review
1111	Notice of Potential Violation to Juvenile Court
1120	District Attorney Non-Detained Petition
1177	Request for Bench Warrant
1245	Annual Report/Progress Report/Violation/777(e) WIC
1246	Bench Warrant Report
1259	Juvenile Conditions of Probation
1264-PT	Disposition Report-Probation w/ Case Plan and w/TILP
1264-P	Disposition Report-Probation w/o TILP
1264-O	Disposition Report-Probation w/o Case Plan and w/o TILP
1264-7T	777 Petition w/ Case Plan and w/ TILP
1264-7	777 Petition w/ Case Plan and w/o TILP
1264-8T	778 Petition w/ Case Plan and w/ TILP
1264-8	777 Petition w/ Case Plan and w/o TILP
1264-D	241.1 WIC Disposition Report-Probation & DCFS w/Case Plan
1264-F	Fitness Report w/o Case Plan and w/o TILP
1331	Crime/Probation Violation Probable Cause Declaration
1399	Suitable Placement Notice
YA 1.411	Department of The Youth Authority Referral Document
YA 3503	Form 1A: Application for Compact Services (Juvenile Compact Forms)
YA 3-528	Parole & Probation Form 1: Investigation Request

Exhibit A3

TRANSMISSION SCHEDULE

		Transmission Times	
OFFICE	ABBREV	**AM**	**PM**
Antelope Valley	AV	11:10	4:10
Antelope Valley-Sub	AV-Sub	11:20	4:20
Barry J. Nidorf Juvenile Hall (Van Nuys Investigations)	BJNJH (SYLMAR)	9:15	2:15
Centinela	CE	11:25	4:25
Central Adult Investigation	CAI	9:30	2:30
Crenshaw	CR	10:00	3:00
East Los Angeles	ELA	8:45	1:45
East San Fernando Valley	ESFV	11:00	4:00
Firestone	FIR	7:45	12:45
Foothill	FO	11:30	4:30
Harbor	HA	10:30	3:30
Inglewood	ING	8:30	1:30
Kenyon Juvenile Justice Center	KJJC	8:00	1:00
Long Beach	LB	10:15	3:15
North East Juvenile Justice Center	NEJJC	11:35	4:35
Pomona	PV	11:40	4:40
Rio Hondo	RIO	8:15	1:15
San Gabriel Valley	SGV	9:45	2:45
Santa Monica	SM	10:45	3:45
South Central	SC	7:30	12:30
Valencia-Sub (Sub-Office of Antelope Valley)	VAL-sub	9:00	2:00
Van Nuys (Haynes Street)	VN	9:15	2:15

Exhibit A4

LATE DICTATION REPORT

AREA OFFICE: CENTINELA AREA OFFICE - JUVENILE PERIOD: 3/17 - 3/31/08

Durham, O. SDPO	Total Reports	On Time	%	Late	%
Beard, T.	14	14	100.0		
Flowers, J.	0	0	100.0		
Jones, L.	16	16	100.0		
Reid, E.	2	2	100.0		
Tokeshi, G.	12	11	91.7	1	8.3
Bowles, C. (O.T.)	5	5	100.0		
TOTAL	49	48	98.0	1	2.0

Pugh, B. SDPO	Total Reports	On Time	%	Late	%
Bowles, C.	13	13	100.0		
Cummings, L.	8	8	100.0		
Henderson, R.	13	13	100.0		
Mayberry, R.	10	7	70.0	3	30.0
Moch, C.	16	15	93.8	1	6.3
Neuson, J.	3	3	100.0		
Roberson, A.	1	1	100.0		
TOTAL	64	60	93.8	4	6.3

Martin, J. Director	Total Reports	On Time	%	Late	%
Durham, O.	49	48	98.0	1	2.0
Pugh, B.	64	60	93.7	4	6.3
TOTAL	113	108	95.6	5	4.4

Pricing Sheet

Count of Los Angeles – Probation Department

Transcribing Services (RFP# 6400808)

The undersigned offers to provide all labor and supplies necessary to provide Transcribing services to Los Angeles County Probation Department as set forth in RFP # 6400808.

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 service immediately following contract execution.

I agree to provide the specified services for the Count of Los Angeles – Probation Department in accordance wit the Statement of Works (SOW), Appendix B.

WE PROPOSE A FIXED PER LINE RATE/FEE FOR REQUIRED TRANSCRIBING SERVICES AS FOLLOWS:

Eighteen cents per line **$0.18 per line**

WE PROPOSE AN HOURLY RATE TO DEVELOP AND/OR MODIFY COURT REPORTS FORMS AS FOLLOWS:

THE FIRST **FIVE HOURS PER CALENDAR MONTH** OF FORMS DEVELOPMENT OR MODIFICATION WILL BE DONE AT **NO CHARGE.** THESE FREE HOURS WILL EXPIRE AT THE END OF THE CALENDAR MONTH AND WILL NOT CARRY OVER INTO THE FOLLOWING MONTH. NO CALENDAR MONTH WILL INCLUDE MORE THAN FIVE HOURS OF FREE FORMS DEVELOPMENT.

AFTER THE FIFTH HOUR PER CALENDAR MONTH IS USED, ALL SUBSEQUENT FORMS DEVELOPMENT IN THAT CALENDAR MONTH WILL BE CHARGED AT AN HOURLY RATE OF:

FORTY-FIVE DOLLARS PER HOUR **$45.00 PER HOUR**

PATRICIA FENTON
Print Name of Authorized Signer

OWNER
Title

Signature

17 December 2008
Date

Exhibit 19
Staffing Plan

Fenton Medical Transcription
31255 Cedar Valley Drive
Suite 313
Westlake Village, CA 91362

County of Los Angeles Probation Department RFP # 6400808
Proposal to Provide Transcribing Service

FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	WORK SCHEDULE	HOURS WORKED PER DAY	FULL TIME/ PART TIME	HEALTH INS. YES/NO	HOURLY RATE	MON HRS	TUE HRS	WED HRS	THURS HRS	FRI HRS	SAT HRS	SUN HRS	TOTAL HRS	NON-CNTY TOTAL HRS	HIRE DATE
Westlake Village	Adam Harn	Operations Manager	8:00 - 16:00	8	FULL TIME	NO	$ 92.30	8	8	8	8	8			40	25	06/01/95
	Larissa Kleinman	Office Manager	8:30 - 16:30	8	FULL TIME	NO	$ 25.00	8	8	8	8	8			40		4/1/2005
	Virgina Ovadia	QA Clerk	7:00 - 16:00	10	FULL TIME	NO	$ 14.00	10	10	10	10	0			40		10/1/2005
	TBD	QA Clerk	9:00 - 17:00	8	FULL TIME	NO	$13.00	8	8	8	8	8			40		

EXHIBIT C

CONTRACTOR'S EEO CERTIFICATION

Patricia Fenton Medical Transcritpion
Contractor Name

31255 Cedar Valley Dr. Ste. 313, Westlake Village, CA 91362
Address

55-0795955
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 ☐

Patricia Fenton
Authorized Official's Printed Name and Title

Pat Fenton
Authorized Official's Signature

May 6, 2010
Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Tasha Howard

Title: Director

Address: 9150 East Imperial Highway, #B82, Downey, California 90242

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

E-Mail Address: Latasha.howard@laprob.org

COUNTY PROJECT MANAGER:

Name: Barbie Starec

Title: Head Clerk

Address: 200 West Woodward Avenue, Alhambra, California 91801

Telephone: 626-308-5542 Facsimile: _____

E-Mail Address: Barbie.vance@laprob.org

COUNTY CONTRACT PROJECT MONITOR:

Name: Sandra Torres

Title: Contract Monitor

Address: 7639 South Painter Avenue, Whittier, California 90602

Telephone: 562-907-3004 Facsimile: _____

E-Mail Address: Sandra.torres@laprob.org

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: **Patricia Fenton Medical Transcription**

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Patricia Fenton
Title: Owner
Address: 31255 Cedar Valley Dr. Suite 313, Westlake Village, CA 91362

Telephone: (818) 991-8002
Facsimile: (818) 991-8006
E-Mail Address: pfenton@fentonmt.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Adam Harn
Title: Operations Manager
Address: 31255 Cedar Valley Dr. Suite 313, Westlake Village, CA 91362

Telephone: (818) 991-8002
Facsimile: (818) 991-8006
E-Mail Address: ajharn@fentonmt.com

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: Patricia Fenton
Title: Owner
Address: 31255 Cedar Valley Dr. Suite 313, Westlake Village, CA 91362

Telephone: (818) 991-8002
Facsimile: (818) 991-8006
E-Mail Address: ajharn@fentonmt.com

EXHIBIT G1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Patricia Fenton Medical Transcription ____ Contract No._____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: 05 / 06 / 2010

PRINTED NAME: Patricia Fenton

POSITION: Owner

EXHIBIT G2

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 Patricia Fenton Medical Transcription Contract No._____

Employee Name Patricia Fenton

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: Patt Fenton DATE: 05/06/2010

PRINTED NAME: Patricia Fenton

POSITION: Owner

EXHIBIT G2

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 Patricia Fenton Medical Transcription Contract No._____

Employee Name Adam Harn

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: 05/06/2010

PRINTED NAME: Adam Harn

POSITION: Operations Manager

EXHIBIT G3

CONTRACTOR NON-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 _____ Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

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

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

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

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

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

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

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

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

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

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

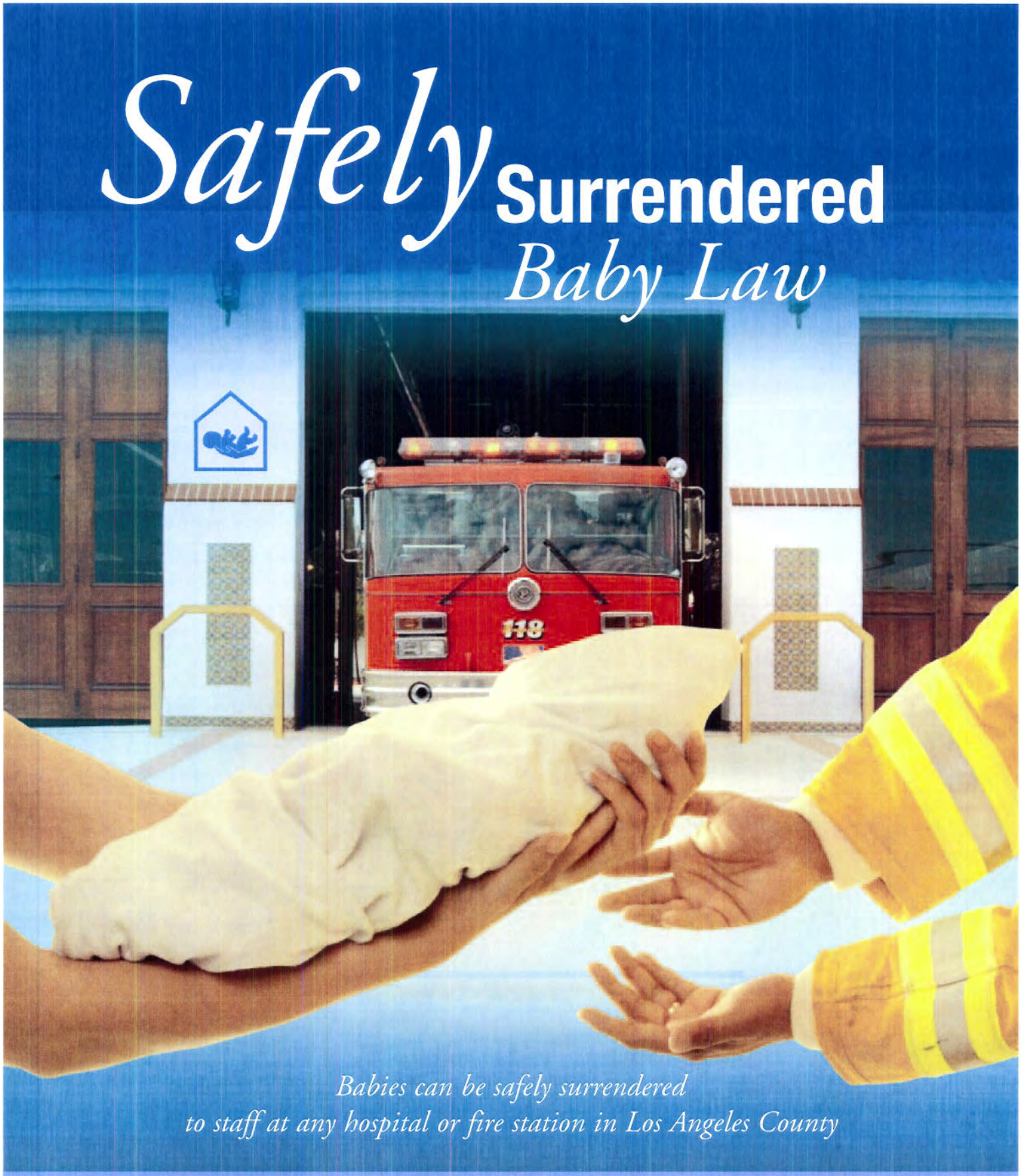
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I

Safely Surrendered *Baby Law*



Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County

No shame. No blame. No names.

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

www.babysafela.org

EXHIBIT I

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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

EXHIBIT I

Ley de Entrega de Bebés *Sin Peligro*

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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org

EXHIBIT I

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

www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.
The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)
* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be $9.64 per hour with health benefits, or $11.84 per hour without health benefits.

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

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue

interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

Exhibit K

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form. *(Information to complete this form can be obtained from your weekly certified payroll reports)* Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: Contractor ☐ Subcontractor ☐		Address: (Street, City, State, Zip)
(2) Payroll No.:	(3) Work Location:	(4) From payroll period: ____/____/____ to payroll period: ____/____/____ (5) For Month Ending:
(6) Department Name:	(7) Contract Service Description:	(8) Contract Name & Number:
(9) Contractor Health Plan Name(s):		(10) Contractor Health Plan ID Number(s):

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggre-gate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate $ Health Benefits Paid (16+18)
		1	2	3	4	5						
1												
2												
3												
4												
5												
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.	Total (This Page)											
Print Authorized Name:	Grand Total (All Pages)											

Authorized Signature:	Date: / /	Title:	Telephone Number (include area code) ( )	Page: _____ of _____

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:

_____ on the _____ ;
(Company or subcontractor Name) (Service, Building or Work Site)

that during the payroll period commencing on the _____ day of _____,and
(Calendar day of Month) (Month and Year)

ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or 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	Owner or Company Representative Signature:
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.	

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

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

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 AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

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, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) 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 ("Business Associate Agreement") 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.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, *title XIII and title IV of Division B* , ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

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

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

1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.4 "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. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

1.5 "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.

1.6 "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).

1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

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

1.10 "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.

1.11 "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.

1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

1.13 "Services" has the same meaning as in the body of this Agreement.

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

1.15 "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.

1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 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 or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 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 Business Associate Agreement. 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 as in effect or as amended.

(b) as to Electronic Protected 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; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if

the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to [To Be Determined], telephone number 1(800) XXX-XXXX.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

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

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

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

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

(vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 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 Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

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

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

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

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

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

(vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including

costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 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.

2.8 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. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 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.

2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in

an Electronic Health Record for treatment, payment, and health care operations.

[*Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities:* However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.10 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 Section 2.10, 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 Section 2.10 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. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

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 Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 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 either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

(a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

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

(c) If neither termination nor cure is feasible, 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 infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate 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 Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

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 Business Associate Agreement.

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

5.4 Regulatory References. A reference in this Business Associate Agreement 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 Business Associate Agreement 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 Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information

EXHIBIT O

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 Patricia Fenton Medical Transcription 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 Patricia Fenton Medical Transcription 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)

Patricia Fenton
Name (Print)

Owner
Title

05/06/2010
Date

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

EXHIBIT O

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 Patricia Fenton Medical Transcription 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 Patricia Fenton Medical Transcription 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)

Adam Harn
Name (Print)

Operations Manager
Title

05/06/2010
Date

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

PERFORMANCE REQUIREMENTS SUMMARY CHART

Required Service	Performance Indicator	Standard	Maximum Allowable Degree of Deviation from Requirement (AQL)	Typical Method of Surveillance	Deduction from Contract Price for Exceeding the AQL
Overall compliance with Scope of Work (Appendix B, 1.0)	Random Inspections	Record of investigation of contractor to ensure compliance	4%	Random inspections and information from contractor reports	$100 per day until rectified
Overall compliance with Specific Work Requirements (Appendix B, 2.0)	Random Inspections	Record of investigation of contractor to ensure compliance	4%	Random inspections and information from contractor reports	$100 per day until rectified
Transcribing Court Reports (Appendix B, 2.2)	Reject log maintained by Probation and court reports	Accurate, error free typing; use of proper format	One error per three pages	User Complaint Random Sampling	$5 per page over AQL
Dictation Appendix B, 2.3	Dictation log maintained by Contractor	All dictated reports transcribed, printed and accounted for	0%	Random Sampling	$250 per occurrence
Transmissions (Appendix B, 2.4)	Logs maintained by Contractor and County	All reports transmitted by established deadline	4%	Random Sampling	$25 per occurrence per day late
Storage and Retrieval (Appendix B, 2.5)	Probation request	Within 2 hours	0%	Random Sampling	$200 per occurrence
Security –Confidentiality (Appendix B, 2.6)	CORI information form and required security system	All CORI requirements met. No unauthorized release of information	0%	User Complaint Random Sampling	$1,000 per occurrence
Management Information (Appendix B, 2.7)	Dictation Complete Transmittal, Required logs	On Time; Accurate	4%	100% Inspection Random Sampling	$100 per occurrence
Self Monitoring Reports (Appendix B, 2.8)	Completed monitoring reports	Complete on time	4%	Random Sampling 100% Inspection	$50 per occurrence
Quality Control (Appendix B, 3.0)	Quarterly Review	Adhere to County requirements	0%	Random Sample Inspections	Up to $100 per occurrence
Equipment (Appendix B, 6.5)	Completed court reports	100% equipment maintenance	0%	User Complaint Random Sampling	$250 per occurrence
Employee Criminal Records (Appendix B, 6.4.7)					
A. Transcribing personnel fingerprinted prior to employment	Quarterly Review	All Requirements	0%	Random Sampling	$100 per employee per occurrence
B. No transcribing personnel shall have a criminal conviction record unless such record has been fully disclosed	Quarterly Review	All Requirements	0%	Random Sampling	$100 per employee per occurrence
C. Contractor shall reimburse County for record check	Quarterly Review	All Requirements	0%	Random Sampling	$100 per employee per occurrence
Employee Benefits (Appendix A, 9.1.2 & 9.1.3 and Appendix D, Form 14)	Quarterly Review	All requirements	0%	Random Sampling 100% Inspection	$200 per employee per occurrence
Contractor in compliance with Standard Terms and Conditions (Appendix A)	Quarterly Review	Adhere to County requirements	0%	100% inspections	Up to $50 per occurrence

MIL-STD-105D SAMPLE GUIDE

LOT SIZE	NORMAL SAMPLE SIZE	MEDIUM SAMPLE SIZE	SMALL SAMPLE SIZE
2 - 8	2	2	2
9 - 15	3	2	2
16 - 25	5	3	3
26 - 50	8	5	5
51 - 90	20	8	8
91 - 150	20	8	8
151 - 280	32	13	13
281 - 500	50	20	13
501 - 1,200	80	32	20
1,201 - 3,200	125	50	32
3,201 - 10,000	200	80	32
10,001 - 35,000	315	125	50
35,001 - 150,000	500	200	80
150,001 - 500,000	800	315	80
500,000 AND OVER	1250	500	125

EXHIBIT Q

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:_____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:_____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS:_____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT R

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* 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.

EXHIBIT S

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

Company Name: Patricia Fenton Medical Transcription		
Company Address: 31255 Cedar Valley Dr. Ste. 313		
City: Westlake Village	State: CA	Zip Code: 91362
Telephone Number: (818) 991-8002	Email address: pfenton@fentonmt.com	
Solicitation/Contract For Transcribing services:		

The Proposer/Bidder/Contractor certifies that:

■ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

_____

_____

_____

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

Print Name: Patricia Fenton	Title: Owner
Signature: Pat Fenton	Date: May 6, 2010

Date: May 6, 2010

PROBATION DEPARTMENT
Prop A Review - Transcribing Services
Comparison of County's Estimated Avoidable Costs to Contractor's Costs

COUNTY COSTS

Direct Costs

Salaries - Classification	Monthly Max Salary	No. of Positions	No. of Months	Total
Admin Services Manager I	6,874.18	1.0	12	82,490.16
Head, Transcribing Services	4,520.73	1.0	12	54,248.76
Supvg Transcriber Typist	3,760.82	1.0	12	45,129.84
Supvg Transcriber Typist	3,760.82	1.0	12	45,129.84
Transcriber Typist	3,378.82	17.0	204	689,279.28
	Subtotal	21.0		916,277.88
	Less: 5th Step Salary Savings (5.1842%)			(47,501.68)
	Total Direct Salaries			868,776.20
	Employee Benefits (37.74%)			327,876.14
Total Salaries & Employee Benefits				1,196,652.34

Services & Supplies / Equipment

Telephone Utilities		12,571.13
Mail Services		18.71
Office Supplies - General		4,424.11
Paper		3,581.59
Printing		1,782.00
Mileage		2,779.49
	Total Services & Supplies	25,157.03
Equipment		137,441.68
	Total Services & Supplies and Equipment	162,598.71
Direct Costs		1,359,251.05
Indirect Costs		0.00
	Total Estimated Avoidable Costs	1,359,251.05

CONTRACTING COSTS

Direct Costs	857,623.20
Indirect Costs	58,104.00
Profit	290,272.80
Total Contract Costs	1,206,000.00
Estimated Savings from Contracting (Avoidable Costs less Contract Costs)	153,251.05
Percent of Savings	11.27%

Per Line Comparison*:

County	-	$0.2029 per line
Patricia Fenton Medical Trans	-	$0.1800 per line

*Based on 6.7 million lines per year.

Bid Detail Information

Bid Number : 6400808
Bid Title : Request for Proposals for Transcribing Services
Bid Type : Service
Department : Probation
Commodity : TRANSCRIPTION SERVICES: LEGAL AND MEDICAL
Open Date : 10/31/2008
Closing Date : 12/19/2008 12:00 PM
Bid Amount : N/A
Bid Download : Available
Bid Description : The Los Angeles County Probation Department is requesting proposals to provide transcribing services. Interested and qualified contractors who have demonstrated at least 3 years within the last 5 years of experience in providing services of this type are invited to submit proposals.

A Mandatory Bidder's Conference is scheduled for Thursday, November 20, 2008 @ 9:00 A.M., at Pomona Valley Area Office, 1660 West Mission Blvd, Pomona, CA 91766. For a copy of the RFP #6400808, which establishes guidelines, criteria, and procedures for proper application and to make reservations for the Mandatory Bidder's Conference, notify Yvonne Humphrey at (562) 940-3313 by 12:00 P.M., Wednesday, November 19, 2008. Deadline for submitting proposals is Friday, December 19, 2008, 12:00 P.M. PST

Contact Name : Yvonne Humphrey
Contact Phone# : (562) 940-3313
Contact Email : Yvonne.Humphrey@probation.lacounty.gov
Last Changed On : 10/31/2008 4:11:11 PM

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