



County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

29 May 29, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

May 29, 2012

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:

**RECOMMENDATION TO AWARD TWO CONTRACTS TO PROVIDE TEMPORARY
SECRETARIAL/CLERICAL SUPPORT SERVICES
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks to execute contracts with two agencies for the provision of temporary secretarial/clerical support services. This service ensures the timely completion of special projects, and temporary assistance during peak load and emergency situations. DPSS has contracted for as-needed temporary secretarial and clerical support services for a number of years to meet DPSS' temporary and emergent staffing needs.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Acting Director of DPSS or her designee to prepare and execute contracts in substantially similar form as Enclosure A with the agencies listed in Enclosure B, effective July 1, 2012 through June 30, 2015. The estimated cost for services under these contracts is \$900,000 for the three-year term. The estimated annual cost is \$300,000, which is included in the Department's Fiscal Year (FY) 2012-13 Recommended Budget and will be included for subsequent fiscal years in the Department's budget requests. The Acting Director will notify the Board and the Chief Executive Office (CEO) in writing within ten business days after execution.
2. Delegate authority to the Acting Director of DPSS, or her designee to prepare and execute amendments to extend the contracts for an additional six-month period, provided that (a) prior CEO approval and County Counsel approval as to form is obtained; and (b) the Acting Director or her designee notifies the Board and CEO in writing ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will allow DPSS to continue to procure temporary secretarial/clerical support services on an as-needed basis, not to exceed 90 days. Temporary services may be procured under four job categories including Intermediate Clerk, Intermediate Typist Clerk, Secretary II and Warehouse Worker Aid.

The Department is able to achieve a cost savings because temporary contract staff are hired on an as-needed basis and are not paid benefits. Furthermore, the use of temporary contract staff allows the Department to manage emergencies, ensures the timely completion of special projects, and provides temporary assistance during peak loads and projects of short duration without the addition of permanent staff.

Implementation of Strategic Plan Goals

This recommendation is consistent with the principles of the Countywide Strategic Plan, Goal 1: Operational Effectiveness: Maximize the effectiveness of processes, structure and operations to support timely delivery of customer-oriented and efficient public services. Goal 2: Fiscal Sustainability: Strengthen and enhance the County's capacity to sustain essential County Services through proactive and prudent fiscal policies and stewardship.

FISCAL IMPACT/FINANCING

The estimated cost of the contracts for FY 2012-13 is \$300,000 and the estimated cost for the three-year term of the contracts is \$900,000. Since there is a CalWORKs and CalFresh Maintenance of Effort (MOE) requirement, which will be met by the County, there is no additional net County cost (NCC) for these programs. The share of costs associated with programs such as General Relief, results in an estimated NCC of \$27,000 annually. Sufficient funding has been included in the Department's FY 2012-13 Recommended Budget and will be included for subsequent fiscal years in the Department's budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

According to Government Code Section 31000.4, the Board of Supervisors may contract with temporary help agencies to assist County Departments during any peak load, temporary absence, or emergency situation other than a labor dispute, provided the Board determines that it is in the economic interest of the County to provide temporary help by contract, rather than employing persons for this purpose. Under this section, use of temporary help shall be limited to a period not to exceed 90 days for any single peak load, temporary absence, or emergency situation.

The contracts are non-Prop A because they are expressly permitted by statute and services are temporary and intermittent in nature. The use of temporary contract staff is a cost-effective alternative to meet intermittent personnel needs during peak load and emergency situations. Temporary staff is needed when there is a fluctuation in workload caused by increases in new program applications and/or backlogs due to understaffing.

These contracts comply with all of the requirements of the aforementioned Government Code, Section 31000.4, which is a mandatory prerequisite for their award.

The contracts will not result in the unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations. The County may terminate the contracts

with a written 30 calendar day notice.

The CEO and County Counsel have reviewed the contract and Board letter. The contract, Enclosure A, has been approved as to form by County Counsel.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply as the recommended contracts are for temporary services on an as-needed basis.

CONTRACTING PROCESS

On August 2, 2011, DPSS released an Invitation for Bids (IFB) for Temporary Secretarial/Clerical Services. The IFB was advertised in the following newspapers, which included publications recommended by the Office of Affirmative Action Compliance: Los Angeles Times, Orange County Register, Small Business Exchange, Los Angeles Sentinel, Hoy, La Opinion, Acton/Agua Dulce News, The Daily News, Copley Newspaper, Eastern Groups Publications, Chinese Daily News, The Korea Times and Nguoi Viet. The IFB was also posted on the L.A. County Doing Business With Us website and the DPSS Contract Opportunities website.

Additionally, interest letters were mailed to 441 organizations listed in the Department's bidders' list, the Internal Services Department Webven's Administrative and Personnel Services categories, and other interested vendors. In response, ten bids were received by the submission deadline.

Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Agency and Future Personnel Agency, Inc. dba Top Tempo were the agencies with the lowest-priced, responsible and responsive bids for the four job categories (Enclosure B).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPSS to continue to obtain temporary secretarial/clerk support services on an as-needed basis. This ensures the timely completion of special projects, and temporary assistance during peak load and emergency situations.

The contracts will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. The award of these contracts will not affect County personnel as this service is required on a part-time and intermittent, as-needed basis.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter to the Department of Public Social Services.

The Honorable Board of Supervisors

5/29/2012

Page 4

Respectfully submitted,

A handwritten signature in cursive script that reads "Sheryl L. Spiller".

SHERYL L. SPILLER

Acting Director

SLS:ng

Enclosures

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



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FOR

**TEMPORARY SECRETARIAL/CLERICAL SUPPORT
SERVICES**

July 1, 2012

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

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
RECITALS		5
1.0	APPLICABLE DOCUMENTS	5
2.0	DEFINITIONS	7
3.0	SCOPE OF WORK	9
4.0	TERM OF CONTRACT	9
5.0	CONTRACT SUM	9
6.0	ADMINISTRATION OF CONTRACT- COUNTY	11
6.1	COUNTY CONTRACT DIRECTOR	11
6.2	COUNTY CONTRACT ADMINISTRATOR (CCA)	11
6.3	COUNTY CONTRACT PROGRAM MONITOR (CPM)	12
7.0	ADMINISTRATION OF CONTRACT - CONTRACTOR	12
7.1	CONTRACTOR'S PROJECT MANAGER	12
7.2	APPROVAL OF CONTRACTOR'S STAFF	12
7.3	CONTRACTOR'S STAFF IDENTIFICATION	12
7.4	BACKGROUND AND SECURITY INVESTIGATIONS	12
7.5	CONFIDENTIALITY	13
8.0	STANDARD TERMS AND CONDITIONS	14
8.1	AMENDMENTS AND CHANGE NOTICES	14
8.2	ASSIGNMENT AND DELEGATION	15
8.3	AUTHORIZATION WARRANTY	16
8.4	BUDGET REDUCTIONS	16
8.5	COMPLAINTS	16
8.6	COMPLIANCE WITH APPLICABLE LAW	17
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	18
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	18
8.9	CONFLICT OF INTEREST	19
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	20
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	20
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	20
8.13	CRIMINAL CLEARANCES	23
8.14	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	23
8.15	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	24
8.16	COUNTY'S QUALITY ASSURANCE PLAN	24
8.17	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	24
8.18	EMPLOYMENT ELIGIBILITY VERIFICATION	25
8.19	FACSIMILE REPRESENTATIONS	25
8.20	FAIR LABOR STANDARDS	25
8.21	FORCE MAJEURE	26
8.22	GOVERNING LAW, JURISDICTION, AND VENUE	26
8.23	INDEPENDENT CONTRACTOR STATUS	26
8.24	INDEMNIFICATION	27

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
8.25	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	27
8.26	INSURANCE COVERAGE	31
8.27	LIQUIDATED DAMAGES.....	32
8.28	MOST FAVORED PUBLIC ENTITY.....	34
8.29	NONDISCRIMINATION AND AFFIRMATIVE ACTION.....	34
8.30	NON EXCLUSIVITY	35
8.31	NOTICE OF DELAYS.....	35
8.32	NOTICE OF DISPUTES	35
8.33	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	35
8.34	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	36
8.35	NOTICES.....	36
8.36	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	36
8.37	PUBLIC RECORDS ACT	36
8.38	PUBLICITY	37
8.39	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	37
8.40	RECYCLED BOND PAPER	37
8.41	SUBCONTRACTING.....	38
8.42	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM.....	40
8.43	TERMINATION FOR CONVENIENCE	40
8.44	TERMINATION FOR DEFAULT.....	40
8.45	TERMINATION FOR IMPROPER CONSIDERATION	42
8.46	TERMINATION FOR INSOLVENCY.....	42
8.47	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	43
8.48	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	43
8.49	VALIDITY	43
8.50	WAIVER.....	43
8.51	WARRANTY AGAINST CONTINGENT FEES	44
8.52	WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	44
8.53	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	44
9.0	UNIQUE TERMS AND CONDITIONS	44
9.1	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM	45
9.2	CONTRACTOR’S CHARITABLE ACTIVITIES COMPLIANCE.....	45
9.3	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM	46
SIGNATURE PAGE.....		48

EXHIBIT A - Statement of Work (SOW).....	49
SOW Exhibit 1 – Job Descriptions.....	58
SOW Exhibit 2 – DPSS Services Locations.....	61
SOW Exhibit 3 – Projected Workload.....	63
SOW Exhibit 4 – Performance Requirements Summary.....	64
Attachment 1 – Performance Requirements Summary Chart.....	68
SOW Exhibit 5 – Contract Discrepancy Report.....	70
EXHIBIT B - Pricing Schedule.....	71
EXHIBIT C - Intentionally Omitted.....	72
EXHIBIT D - County Administration	73
EXHIBIT E - Contractor Administration.....	74
EXHIBIT F - Certification of No Conflict of Interest.....	75
EXHIBIT G - Familiarity with the County Lobbyist Ordinance certification.....	76
EXHIBIT H - Request for Local SBE Preference Program Consideration.....	77
EXHIBIT I - Contractor’s EEO Certification.....	78
EXHIBIT J - Attestation of Willingness to Consider GAIN/GROW Participants.....	79
EXHIBIT K - County of Los Angeles Employee Jury Service Program	
-Certification Form & Application For Exception.....	80
EXHIBIT L - Charitable Contributions Certification.....	81
EXHIBIT M - Certification of Independent Price Determination	
& Acknowledgment of IFB Restrictions.....	82
EXHIBIT N - Certification of Compliance with the County’s Defaulted	
Property Tax Reduction Program.....	83
EXHIBIT O - Child Support Compliance Program Certification.....	84
EXHIBIT P - Bidder’s/Offeror’s Non-Discrimination Certification.....	85
EXHIBIT Q - Contractor Employee Acknowledgment and Confidentiality	
Agreement.....	86
EXHIBIT R - Contractor Employee Jury Service.....	89
EXHIBIT S - Safely Surrendered Baby Law.....	92
EXHIBIT T - County of Los Angeles Policy on Doing Business with Small Business...96	
EXHIBIT U - Internal Revenue Service-Notice 1015.....	97
EXHIBIT V - California Charities Regulation.....	98
EXHIBIT W - Defaulted Tax Program Ordinance.....	100

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES**

AND

**FOR
TEMPORARY SECRETARIAL/CLERICAL SUPPORT SERVICES**

This Contract and Exhibits made and entered into this 1st day of July 2012 by and between the COUNTY of Los Angeles, hereinafter referred to as **COUNTY** and _____, hereinafter referred to as **CONTRACTOR**.
_____ is located at _____/

RECITALS

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

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

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

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, and W 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
 - SOW Exhibit 1 – Job Descriptions
 - SOW Exhibit 2 – DPSS Services Locations
 - SOW Exhibit 3 – Projected Workload
 - SOW Exhibit 4 – Performance Requirements Summary
 - Attachment 1 – Performance Requirements Summary Chart
 - SOW Exhibit 5 – Contract Discrepancy Report
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Intentionally Omitted
- 1.4 EXHIBIT D - County Administration
- 1.5 EXHIBIT E - Contractor Administration
- 1.6 EXHIBIT F - Certification of No Conflict of Interest
- 1.7 EXHIBIT G - Familiarity with the County Lobbyist Ordinance certification
- 1.8 EXHIBIT H - Request for Local SBE Preference Program Consideration
- 1.9 EXHIBIT I - Contractor’s EEO Certification
- 1.10 EXHIBIT J - Attestation of Willingness to Consider GAIN/GROW Participants
- 1.11 EXHIBIT K - County of Los Angeles Employee Jury Service Program-Certification Form & Application for Exception.
- 1.12 EXHIBIT L - Charitable Contributions Certification
- 1.13 EXHIBIT M - Certification of Independent Price Determination & Acknowledgment of IFB Restrictions.
- 1.14 EXHIBIT N - Certification of Compliance with the County’s Defaulted Property Tax Reduction Program
- 1.15 EXHIBIT O - Child Support Compliance Program Certification
- 1.16 EXHIBIT P - Bidder’s/Offeror’s Non-Discrimination Certification
- 1.17 EXHIBIT Q - Contractor Employee Acknowledgment and Confidentiality Agreement
- 1.18 EXHIBIT R - Contractor Employee Jury Service
- 1.19 EXHIBIT S - Safely Surrendered Baby Law
- 1.20 EXHIBIT T - County of Los Angeles Policy on Doing Business with Small Business.
- 1.21 EXHIBIT U - Internal Revenue Service-Notice 1015
- 1.21 EXHIBIT V - California Charities Regulation
- 1.22 EXHIBIT W - Defaulted Tax Program Ordinance

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 Subsection 8.1 - Amendments and Change Notices 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 **BOARD OF SUPERVISORS:** The Board of Supervisors of County of Los Angeles.
- 2.2 **BUDGET:** The document that details Contractor's costs for providing services and is included in the Contract.
- 2.3 **BUSINESS DAYS:** Business days are Monday through Friday, excluding County holidays.
- 2.4 **CONTRACT:** This 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.
- 2.5 **CONTRACTOR:** _____(Legal Name of Contractor).
- 2.6 **CONTRACT MANAGEMENT DIVISION (CMD):** Contract Management Division is the Department's section responsible for the Contract.
- 2.7 **CONTRACT MONITORING PLAN:** The Plan developed by County, specifically for this Contract, to monitor compliance with Contract. The elements of the plan are listed in the Performance Requirement Summary.
- 2.8 **CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.9 **COUNTY CONTRACT DIRECTOR:** Person designated by County with authority to address County on contractual or administrative matters relating to this contract that cannot be resolved by the County Contract Administrator.
- 2.10 **COUNTY CONTRACT ADMINISTRATOR (CCA):** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.

- 2.11 CONTRACT PROGRAM MONITOR (CPM):** The CPM is responsible for monitoring the Contractor for contractual compliance and prepares monitoring reports for the Contract. The CPM reports to the CCA.
- 2.12 DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS):** A County Department that serves an ethnically and culturally diverse community of low-income residents of Los Angeles, which provides the following benefits and services: temporary financial assistance and employment services for families and individuals; free and low-cost health care insurance for families with children, pregnant women and aged/blind/disabled adults; food benefits for families and individuals; In Home Supportive Services for elderly and disabled individuals; financial assistance for disabled individuals, and advocacy for federal disability benefits for those disabled individuals.
- 2.13 DIRECTOR:** The Director of the DPSS, County Los Angeles, or his/her authorized/designated representative(s).
- 2.14 DAY(S):** Calendar day(s) unless otherwise specified.
- 2.15 FISCAL YEAR:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.16 STATEMENT OF WORK (SOW):** The portion of this Contract which describes the specific requirements for services and deliverables associated with these services and the relationship that will exist between Contractor and County, Exhibit A.

3.0 SCOPE OF 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 herein Exhibit A, Statement of Work.
- 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.
- 3.3 CONTRACTOR is awarded the Temporary Secretarial/Clerical Support Services contract for the following job categories:

4.0 TERM OF CONTRACT

- 4.1 The Contract term shall be for a period of three (3) years, projected to commence July 1, 2012, following Board of Supervisors' award through June 30, 2015. The County shall have the sole option to extend this Contract term for up to six (6) months through December 31, 2015 for a maximum total Contract term of three (3) years and six (6) months, if needed to complete a contract solicitation process. Each such option and extension shall be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors.
- 4.2 The COUNTY maintains databases that track/monitor CONTRACTOR performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a contract term extension option.
- 4.3 The Contract(s) may be canceled or terminated by the County at any time without cause upon giving at least thirty (30) days prior written notice to the Contractor(s). The Contract(s) may otherwise be terminated for cause including, without limitation, the failure of the Board of Supervisors to appropriate funding for the subsequent fiscal year, default of the Contractor(s), improper consideration given/offered to the County with respect to the award of this contract(s), or breach of warranty to maintain compliance with the County's Child Support Compliance Program.

5.0 CONTRACT SUM

- 5.1 The need for services and available funding will determine use of Contractor's services under this contract. Hourly rates are firm and fixed, and do not provide for cost-of-living adjustments. Refer to Exhibit B for **Pricing Schedule**.
- 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 (Department) at the address herein provided in Exhibit D - County's Administration.

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.

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

County Contract Administrator
Contract Management Division
Department of Public Social Services
12900 Crossroads Parkway South – 2nd Floor
City of Industry, CA 91746-3411

5.5.6 County Approval of Invoices

All invoices submitted by the CONTRACTOR for payment must have the written approval of the CCA 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.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-paragraphs is designated in Exhibit D - County Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1 County Contract Director:

Responsibilities of the County Contract Director include:

- designated person with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County Contract Administrator.

6.2 County Contract Administrator (CCA)

Responsibilities of the County Contract Administrator include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements; and.

- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the CONTRACTOR; and
- responsible for overseeing the day-to-day administration of this Contract.

The CCA is not authorized to make any changes in any of the terms and conditions of this Contract which affect the scope of work and is not authorized to further obligate COUNTY in any respect whatsoever.

6.3 Contract Program Monitor (CPM)

The responsibilities of the Contract Program Monitor include:

- monitoring, auditing, and evaluating agency's performance in providing the appropriate services as specified in the contract; and

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

CONTRACTOR ADMINISTRATION

7.1 Contractor Project Manager

7.1.1 The Contractor Project Manager is designated in Exhibit E - Contractor Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the Contractor Project Manager.

7.1.2 The Contractor Project Manager shall be responsible for the CONTRACTOR day-to-day activities as related to this Contract and shall coordinate with County Contract Administrator and Contract Program Monitor on a regular basis.

7.1.3 The Contractor Project Manager must have three (3) years of experience.

7.2 Approval of Contractor's Staff

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 Project Manager.

7.3 Contractor's Staff Identification

CONTRACTOR shall provide, at CONTRACTOR's expense, all staff providing services under this Contract with a photo identification badge.

7.4 Background and Security Investigations

- 7.4.1 Each of CONTRACTOR's staff performing services under this Contract who is in a designated sensitive position, as determined by COUNTY in COUNTY's sole discretion, shall undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the background investigation.
- 7.4.2 If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.
- 7.4.3 COUNTY, in its sole discretion, may immediately deny or terminate facility access to any member of CONTRACTOR's staff that does not pass such investigation to the satisfaction of the COUNTY or whose background or conduct is incompatible with COUNTY facility access.
- 7.4.4 Disqualification of any member of CONTRACTOR's staff pursuant to this Paragraph 7.4 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Paragraph 7.5 shall be conducted by

CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

7.5.3 CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the **"Contractor Employee Acknowledgment and Confidentiality Agreement"**, Exhibit Q.

7.5.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the **"Contractor Non-Employee Acknowledgment and Confidentiality Agreement"**, Exhibit Q.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

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 County Board of Supervisors and the CONTRACTOR.

8.1.2 For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the County Contract Director.

8.1.3 The Department Head or his/her designee may prepare and sign amendments to the contract without further action by COUNTY Board of Supervisors under the following conditions:

8.1.3.1 Amendments shall be in compliance with applicable County, State and federal regulations.

8.1.3.2 The amendment is a decrease in the contract costs.

- 8.1.3.3 County Board of Supervisors has appropriated sufficient funds in the DPSS.
- 8.1.3.4 The Department shall obtain the approval of County Counsel or designee for an amendment to this contract.
- 8.1.4 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 by the COUNTY and executed by the CONTRACTOR and by the Department Head or his/her designee.
- 8.1.5 The Department Head or his/her designee or Board of Supervisors, 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 by the COUNTY and executed by the CONTRACTOR and by the Department Head 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 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 CCA 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 CCA within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Paragraph 8.6 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement,

agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

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 **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 R 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 demonstrates 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 (5) years but may exceed five (5) 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 Criminal Clearances

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

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

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

8.14 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.

8.15 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.15.1 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.

8.15.2 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).

8.16 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.

8.17 Damage to County Facilities, Buildings Or Grounds

8.17.1 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.

8.17.2 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.

8.18 Employment Eligibility Verification

8.18.1 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.

8.18.2 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.

8.19 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.

8.20 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.

8.21 Force Majeure

- 8.21.1 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").
- 8.21.2 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 cases, 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.
- 8.21.3 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.

8.22 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 and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles.

8.23 Independent Contractor Status

- 8.23.1 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.

8.23.2 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.

8.23.3 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.

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

8.24 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.

8.25 General Provisions for all Insurance Coverage

Without limiting CONTRACTOR's indemnification of COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

8.25.1 Evidence of Coverage and Notice to COUNTY

- Certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General

Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.
- Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County Contract Administrator
Contract Management Division
Department of Public Social Services
12900 Crossroads Parkway South – East Annex
City of Industry, CA 91746-3411
Attn: Temporary Secretarial/Clerical Support Services

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a CONTRACTOR employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of COUNTY property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

8.25.2 Additional Insured Status and Scope of Coverage

The COUNTY of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.25.3 Cancellation of or Changes in Insurance

CONTRACTOR shall provide COUNTY with, or CONTRACTOR's insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.

8.25.4 Failure to Maintain Insurance

CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

8.25.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.

8.25.6 CONTRACTOR's Insurance Shall Be Primary

CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

8.25.7 Waivers of Subrogation

To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.25.8 Subcontractor Insurance Coverage Requirements

CONTRACTOR shall include all subcontractors as insured's under CONTRACTOR's own policies, or shall provide COUNTY with each subcontractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the COUNTY and CONTRACTOR as additional insured's on the subcontractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any sub-CONTRACTOR request for modification of the Required Insurance.

8.25.9 Deductibles and Self-Insured Retentions (SIRs)

CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.25.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall

maintain such coverage for a period of not less than three (3) years following the Contract expiration, termination or cancellation.

8.25.11 Application of Excess Liability Coverage

CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.25.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.25.13 Alternative Risk Financing Programs

The COUNTY reserves the right to review, and then approve, CONTRACTOR’s use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

8.25.14 County Review and Approval of Insurance Requirements

The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY’s determination of changes in risk exposures.

8.25.15 SPARTA Program

A COUNTY program, known as ‘SPARTA’ (Service Providers, Artisan and Tradesman Activities) may be able to assist potential CONTRACTORS in obtaining affordable liability insurance. The SPARTA Program is administered by the COUNTY’s insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com

8.26 Insurance Coverage

8.26.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

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

8.26.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.26.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.26.4 Professional Liability/Errors and Omissions

Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.27 Liquidated Damages

8.27.1 If, in the judgment of the Department Head, or his/her designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from 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 Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.27.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the Department Head, 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 Department Head, or his/her designee, may:

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, Exhibit 4 of the Statement of Work Exhibit A, 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.

8.27.3 The action noted in sub-paragraph 8.27.2 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.

8.27.4 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 8.27.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

8.28 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.

8.29 Nondiscrimination and Affirmative Action

8.29.1 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.

8.29.2 The CONTRACTOR shall certify to, and comply with, the provisions of the CONTRACTOR's EEO Certification.

8.29.3 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.

8.29.4 The CONTRACTOR certifies and agrees that it will deal with its sub-CONTRACTORS, 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.

8.29.5 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.

8.29.6 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.

8.29.7 If the COUNTY finds that any provisions of this sub-paragraph 8.29 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.

8.29.8 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.

8.30 Non-Exclusivity

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

8.31 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.

8.32 Notice of Disputes

The CONTRACTOR shall bring to the attention of the CCA and/or COUNTY's Contract Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the CCA or COUNTY's Contract Director is not able to resolve the dispute, the (Department Head), or designee shall resolve it.

8.33 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.

8.34 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 S of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.35 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 D - County Administration and E - Contractor Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Department Head, or his/her designee shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

8.36 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.

8.37 Public Records Act

8.37.1 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 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) 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.

8.37.2 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.

8.38 Publicity

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

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

8.38.2 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 8.38 shall apply.

8.39 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.

8.39.1 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).

8.39.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this sub-paragraph 8.39 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

8.39.3 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.

8.40 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.

8.41 Subcontracting

- 8.41.1 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.
- 8.41.2 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.
- 8.41.3 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.
- 8.41.4 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.
- 8.41.5 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.
- 8.41.6 The COUNTY's Project Director is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the COUNTY, CONTRACTOR shall forward a fully executed subcontract to the COUNTY for their files.
- 8.41.7 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.
- 8.41.8 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 before any subcontractor employee may perform any

work hereunder. The CONTRACTOR shall ensure delivery of all such documents to:

County Contract Administrator
Contract Management Division,
Department of Public Social Services
12900 Crossroads Parkway South – East Annex
City of Industry, CA 91746-3411
Attn: Temporary Secretarial/Clerical Support Services

8.42 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 8.15 - 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 8.44 - Termination for Default and pursue debarment of the CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

8.43 Termination for Convenience

8.43.1 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.

8.43.2 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.

8.43.3 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 8.39, Record Retention and Inspection/Audit Settlement.

8.44 Termination for Default

8.44.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Project Director:

- CONTRACTOR has materially breached this Contract; 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.

8.44.2 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.

8.44.3 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.

8.44.4 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 8.43.

8.44.5 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.

8.45 Termination for Improper Consideration

8.45.1 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.

8.45.2 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.

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

8.46 Termination for Insolvency

8.46.1 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.

8.46.2 The rights and remedies of the COUNTY provided in this sub-paragraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 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.

8.48 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.

8.49 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.

8.50 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 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 Warranty Against Contingent Fees

8.51.1 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.

8.51.2 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.

8.52 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.

8.53 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 8.52 "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 Local Small Business Enterprise (SBE) Preference Program

- 9.1.1 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.
- 9.1.2 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.
- 9.1.3 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.
- 9.1.4 If the CONTRACTOR has obtained 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 to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and Office of Affirmative Action Compliance of this information prior to responding to a solicitation or accepting a contract award.

9.2 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the Charitable Contributions Certification, Exhibit L, the COUNTY seeks to ensure that all COUNTY CONTRACTORS which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (COUNTY Code Chapter 2.202)

9.3 Transitional Job Opportunities Preference Program

9.3.1 This Contract is subject to the provisions of the COUNTY’s ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles COUNTY Code.

9.3.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

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

9.3.4 If CONTRACTOR has obtained COUNTY certification as a Transitional Job Opportunity vendor 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 (10%) 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 to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed on its behalf by the Director of the Department of Public and Social Services and the Contractor has subscribed the same through its authorized officer, as of 1st day of July 2012. The persons signing on behalf of Contractor warrant under penalty of perjury that he or she is authorized to bind Contractor.

CONTRACTOR NAME

By _____
Name

Title

CONTRACTOR NAME

By _____
Name

Title

COUNTY OF LOS ANGELES
Department of Public Social Services

By _____
Sheryl L. Spiller, Acting Director

APPROVED AS TO FORM:

John Krattli
Acting County Counsel

By _____
David Beaudet
Senior Deputy County Counsel

STATEMENT OF WORK

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
PREAMBLE		50
Exhibit A: Statement of Work		51
1.0	Scope of Work	51
2.0	Key County Personnel Responsibilities	51
3.0	Key Contractor Personnel Responsibilities	52
4.0	Other Contractor Personnel.....	53
5.0	Contract Employee Acceptability	53
6.0	Quality Control	53
7.0	Quality Assurance Plan	54
8.0	Hours of Operation	55
9.0	Specific Tasks.....	55
10.0	Measurable Outcomes.....	56
11.0	Performance Requirements Summary	56
	Statement of Work Exhibits	57
	Exhibit 1 Job Descriptions.....	58
	Exhibit 2 DPSS Services Locations	61
	Exhibit 3 Projected Workload.....	63
	Exhibit 4 Performance Requirements Summary	64
	Attachment 1 – Performance Requirements Summary Chart.....	68
	Exhibit 5 Contract Discrepancy Report.....	70

PREAMBLE

The COUNTY of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY's contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY's Strategic Plan Mission, Values, Goals and performance outcomes.

The COUNTY's vision is to improve the quality of life in the COUNTY by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the COUNTY's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the COUNTY Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies and community and contracting partners.

STATEMENT OF WORK

1.0 Scope of Work

- 1.1 The CONTRACTOR(s) shall provide DPSS and other County Departments secretaries, clerks and other employees on an as-needed basis to perform the duties as described in Statement of Work (SOW) Exhibit 1, Job Descriptions. The provided staff must have, at a minimum, the skill levels described in SOW Exhibit 1.
- 1.2 Work will be awarded in order of lowest price for each job category. CONTRACTOR is awarded the Temporary Secretarial/Clerical Support Services contract for the following job categories:

- 1.3 The contract is to provide secretarial and clerical (including manual and supply-clerical) services to handle emergency situations requiring use of skilled clerical employees and to meet our intermittent personnel needs during peak loads and emergency situations on an as-needed basis, not to exceed ninety days (90) and is not an exclusive contract. The County reserves the right to contract with other entities for the same or similar services.

2.0 Key COUNTY Personnel Responsibilities

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

2.1 County Contract Director

The County Contract Director is a designated person with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County Contract Administrator.

2.2 County Contract Administrator (CCA)

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

2.2.2 The CCA interfaces with the Contractor Contract Manager and provides direction to the Contractor in areas relating to policy and contract administration and interpretation.

2.2.3 The CCA will prepare Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments and Change Notices.

2.3 **Contract Program Monitor (CPM)**

The CPM is responsible for monitoring the Contractor for contractual compliance and prepares monitoring reports for the Contract. The CPM reports to the CCA.

3.0 **Key CONTRACTOR Personnel Responsibilities**

- 3.1 The CONTRACTOR will, prior to contract start-up, provide the name, address and telephone numbers of the Contractor Project Manager and alternate who will act as liaison with the CCA and be responsible for administering the Contract and who will have the authority to act for the Contractor or ongoing operation.
- 3.2 The Contractor Project Manager or alternate shall be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except COUNTY holidays, and provide a telephone number at which the Contractor Project Manager or alternate may be reached by the CCA after normal business hours in case of emergencies.
- 3.3 The Contractor Project Manager or alternate shall act as a central point of contact with the COUNTY.
- 3.4 The Contractor Project Manager or alternate must be able to effectively communicate, in English, both orally and in writing.
- 3.5 The Contractor Project Manager or alternate must have a minimum of 3 years experience.
- 3.6 The Contractor Project Manager or alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of the Contract.
- 3.7 CONTRACTOR assigned to COUNTY facilities shall wear Identification Badges at the expense of the CONTRACTOR.
- 3.8 CONTRACTOR shall provide training programs for all new employees and continuing in-service training for all employees in their assigned tasks.
- 3.9 CONTRACTOR shall maintain an office with a telephone in the company's name where CONTRACTOR conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the CONTRACTOR's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The**

CONTRACTOR shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call.

4.0 Other Contractor Personnel

- 4.1 Secretaries, clerks and other staff provided by Contractor shall present a neat appearance.
- 4.2 Secretaries, clerks and other staff provided by the Contractor must be able to read, write, speak, and understand English. Infrequently, secretaries, clerks and other staff who read, write, speak, and understand other languages, predominately Spanish, may also be required.
- 4.3 Secretaries and clerks provided by Contractor must have good telephone and reception skills and be able to handle irate and difficult callers in a professional manner.
- 4.4 CONTRACTOR shall be required to background check their employees as set forth in sub-paragraph 7.4 – Background & Security Investigations, of the Contract.

5.0 Contract Employee Acceptability

- 5.1 When secretaries or clerks are needed for a job with public contact, the CCA may, at his or her sole discretion, direct the CONTRACTOR to replace any of the secretaries, clerks or other staff the CONTRACTOR has provided who do not perform as the CONTRACTOR has stated they would or who CCA determines has performed acts during the performance of their job which otherwise make it inappropriate for such persons to be in contact with DPSS recipients or employees.
- 5.2 The COUNTY will screen contract employees referred to DPSS to ensure that an employee receiving public assistance is not assigned to a district office where the public assistance case is located and that no contract employee with an open public assistance, fraud, or overpayment/repayment case is utilized in a data entry classification.
- 5.3 The CONTRACTOR(s) will, at its cost, conduct background criminal clearances to comply with the Standard Terms and Conditions, Section 8.0, Subsection 8.13, Criminal Clearance.
- 5.4 A record of all inspections conducted by the CONTRACTOR, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the COUNTY upon request.

6.0 Quality Control

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

- 6.1 Specific activities to be monitored;
- 6.2 Method of monitoring to ensure that Contract requirements are being met;
- 6.3 Frequency of monitoring;
- 6.4 Samples of forms to be used in monitoring; and
- 6.5 Title/level and qualifications of personnel performing monitoring functions.

7.0 Quality Assurance 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 8.16, COUNTY's Quality Assurance Plan.

- 7.1 The COUNTY reserves the right to reject any CONTRACTOR-provided employee who does not meet the minimum requirements as specified in SOW Exhibit 1, Job Descriptions, and shall be immediately replaced by the CONTRACTOR.
- 7.2 COUNTY will not be charged for the first four (4) hours [first eight (8) hours for data entry clerks] of service of the person not found acceptable under the requirements of Section 5.0, Contract Employee Acceptability, above.
- 7.3 Contract Discrepancy Report (SOW Exhibit 5)

Verbal notification of a Contract Discrepancy Report (CDR) will be made to the Contractor Project Manager as soon as possible whenever a CDR is identified. The problem shall be resolved within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.

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

7.4 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.

8.0 Hours of Operation

- 8.1 Normal working hours for secretaries and clerks are 8:00 a.m. to 5:00 p.m. or alternate work schedules, Monday through Friday. **No overtime may be accumulated or paid.**
- 8.2 CONTRACTOR normally will not be required to provide secretaries, clerks or other staff on COUNTY-recognized holidays. These holidays may change slightly from year to year. CCA will provide the CONTRACTOR with a list of holidays when services are requested. COUNTY-recognized holidays are:
- | | |
|-----------------------------------|------------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Jr.'s Birthday | Columbus Day |
| President's Day | Veterans Day |
| Memorial Day | Thanksgiving Day and the day after |
| Independence Day | Christmas Day |
- 8.3 The COUNTY reserves the right to add/delete/modify the "Hours of Operation" as necessary.

9.0 Specific Tasks

- 9.1 The CCA will initiate all requests for services hereunder. The CONTRACTOR(s) will be allowed twenty-four (24) hours after the request for service is received to provide the qualified secretaries, clerks or other staff requested, except when that request is an emergent request, in which case the CONTRACTOR will be allowed no more than eight (8) hours. If the service has not been provided within two (2) days, the CCA reserves the right to cancel the order and purchase the service from another source.
- 9.2 The CONTRACTOR(s) is responsible for performing background investigations for all prospective employees for a period of seven years before temporary employment with the COUNTY.
- 9.3 The CONTRACTOR(s) shall provide secretaries, clerks and other staff on an as needed basis to any of the locations as listed in SOW Exhibit 2, Department of Public Social Services Locations.
- 9.4 The CONTRACTOR(s) is responsible for ensuring that every temporary employee assigned under this Contract reads, understands, signs and dates a *Contractor Employee Acknowledgment and Confidentiality Agreement* form as described in Exhibit Q. The CONTRACTOR shall then provide the original *Contractor Employee Acknowledgment and Confidentiality Agreement* form to their employee, make a copy of the form for the Agency's file, and mail a copy of the form to the CCA.

- 9.5 The CONTRACTOR(s) shall be solely responsible for providing its employees all legally required employee benefits. The COUNTY will not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employee provided by the CONTRACTOR (s).
- 9.6 The CONTRACTOR(s) will ensure that employees' timecards are signed and approved. If the employee is unavailable to sign, approval may be obtained from the DPSS supervisor or other person authorized to approve timecards.
- 9.7 The CONTRACTOR(s) will ensure that employees assigned to DPSS are informed of their legal responsibility to report any instances of suspected or actual child/adult abuse to the appropriate agencies.
- 9.8 The COUNTY reserves the right to add/delete/modify "Specific Tasks" as needed.

10.0 Measurable Outcomes

CONTRACTOR shall provide services that address the following measurable outcomes:

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

11.0 Performance Requirements Summary

The Performance Requirements Summary (PRS) chart, SOW Exhibit 4, lists required services that will be monitored by the COUNTY during the term of this Contract and is an important monitoring tool for the COUNTY.

STATEMENT OF WORK EXHIBITS

JOB DESCRIPTIONS

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

Warehouse Worker Aid

Definition: Performs a combination of routine, manual and supply-clerical duties.

Example of Duties: Duties included, but are not limited to:

- Loads and unloads trucks and may operate specialized equipment such as forklifts for the handling of heavy materials.
- Unpacks supplies while checking descriptions, amounts, and identification numbers.
- Places supplies into appropriate warehouse or storeroom locations and checks existing inventories for current levels and discrepancies.
- May interface with vendors delivering purchased supplies to user work units.
- Fills requisitions and issues supplies, including the packing, addressing, weighing, and marking for postage when required.
- Accesses video display terminals to look for location of materials, check shelf quantities, obtain general item descriptions, or trace back orders.
- Posts issues and receipts to bin cards or other documents.
- Dispenses gas and oil and charges to appropriate vehicle and department.
- Checks markings on supplies received against purchase orders or other documents, in cases not involving difficult identification problems, to determine that there is agreement in quantity and kind and that there is no obvious damage.
- Issues and checks tools and equipment used by work crews.
- Participates in the taking of supply or equipment inventories.
- May perform custodial and minor gardening work in keeping storage facilities and adjoining yard areas in a clean and orderly condition.
- May be in charge of a small and specialized stockroom with a limited variety and number of line items with responsibility for the receiving and checking of merchandise and the performance of simple supply-clerical tasks such as the taking of physical inventories or posting to bin cards, however not involving responsibility for the replenishment of supplies or the establishment of stock levels.
- May provide general and technical direction to inmates or County employees in materials-handling activities.
- May drive a truck in picking up or delivering supplies or in hauling debris.

Intermediate Clerk

Definition: Performs specialized clerical duties requiring a working knowledge of specialized subject matter and the specialized clerical functions involved and the use of initiative and independent judgment within procedural and policy limits.

Examples of Duties: Duties included, but are not limited to:

- Processes documents according to a predetermined but specialized procedure for such purposes and formulating property descriptions, and recording and indexing court papers, transcripts, and legal process.
- Checks documents for completeness, accuracy, and compliance with legal and other requirements.

- Answers questions and gives information to the public concerning such matters as regulation, procedures, and the preparation and filing of legal forms, applications, and permit requests; acts as special receptionist or counter clerk.
- Keeps records of a nature requiring specialized knowledge, discrimination and judgment in the selection, compilation or computation of data to be included such as cost data records and distribution and control ledgers which can be posted without extensive knowledge of bookkeeping principles.
- Compares or segregates documents in cases where specialized knowledge of the function and more than a routine check for accuracy is involved as in the auditing of warrants or purchase orders.
- Operates office machines such as calculators, typewriters, etc., incidental to the performance of other duties.
- Maintains clerical controls where work is divided among personnel performing separate parts of an entire operation.
- Searches records and files for data where judgment and discrimination are required in selecting or abstracting material.
- Answers correspondence requiring the selection of data necessary in formulating the reply, referring unusual cases to a superior for approval.
- Estimates amounts due and collects fees.
- May exercise minor supervision over the work of others.

Intermediate Typist Clerk

Definition: Performs skilled typing and performs highly specialized clerical work.

Skills: Types 40 net words per minute.

Examples of Duties: Duties included, but are not limited to:

- Typewrites abstracts of judgment, executive notices and similar documents requiring extreme accuracy or independent judgment in selecting materials.
- Typewrites complex charts, forms, statistical and similar documents from rough draft requiring skill in arranging tabular material, setting up forms and extreme accuracy in typing.
- Processes documents according to a predetermined but specialized procedure for such purposes as formulating property descriptions, and recording and indexing court papers, transcripts and legal process.
- Checks documents for completeness, accuracy and compliance with legal and other requirements.
- Answers questions and gives information to the Public concerning such matters as regulations, procedures and the preparation and filing of legal forms, applications and permit requests; acts as special receptionist or counter clerk.
- Keeps a record of a nature requiring specialized knowledge, discrimination and judgment in the selection, compilation or computation of data to be included such as cost data records and distribution and control ledger, which can be posted without extensive knowledge of bookkeeping principles.
- Maintains clerical controls where work is divided among personnel performing separate parts of an entire operation.
- Searches records and files for data where judgment and discrimination are required in selecting or abstracting material.
- Answers correspondence requiring the selection of data necessary in formulating the reply, referring unusual cases to a superior for approval.
- Estimates amounts due and collects fees.
- May exercise minor supervision over the work of others.

- Compares or segregates documents in cases where specialized knowledge of the function and more than a routine check for accuracy are involved, as in the auditing of warrants or purchase orders.
- Operates office machines such as calculators incidental to the performance of other duties.
- May routinely access such office equipment as video display terminals, word processors, or personal computers to input data, perform computations, or produce documents not requiring the formatting or programming of such equipment.

Secretary II

Definition: Acts as secretary to either (1) the head of a major section in a medium-sized County department or (2) the head of a major unit in a very large and complex County department.

Skills: Types 40 net words per minute; dictation 80 words per minute and transcribes.

Examples of Duties: Duties included, but are not limited to:

- Replies to correspondence with or without dictation.
- Screens office callers and telephone calls, furnishes requested information, refers calls to others better qualified, and personally takes care of those calls which do not require the attention of the supervisor.
- Makes appointments and arranges conferences and meetings for supervisor.
- Acts as intermediary between supervisor and staff, transmitting messages, orders, and requests, both written and verbal, and when authorized acts in the supervisor's absence.
- Acts as liaison officer between the supervisor's office and other departments, agencies, and jurisdictions.
- Prepares inter-office notices, bulletins, and memoranda, with or without dictation, including interpretations of departmental policy and the laws and regulations governing the activities of the office.
- Gathers data for general information purposes or special reports, contacting other departments, employees, agencies, and individuals for additional material as necessary, and may prepare reports for supervisor's approval upon request.
- Checks material being submitted for supervisor's attention to ascertain that all relevant data, files, signatures, etc., are included.
- Relieves supervisor of routine personnel, budget, and other operating details such as scheduling, timekeeping, approving material and purchase requisitions, and contacting the Chief Administrative office, Department of Human Resources, and other departments.
- Keeps check on the execution of plans; improvements, and projects instituted by the supervisor and recommends improvements in departmental procedures.

DEPARTMENT OF PUBLIC SOCIAL SERVICES LOCATIONS

Administrative Headquarters: 12820 Crossroads Pkwy So., City of Industry, CA 91746
 12860 Crossroads Pkwy So., City of Industry, CA 91746
 12900 Crossroads Pkwy So., City of Industry, CA 91746

Other Locations:

- | | | | |
|-----|---|-----|---|
| 1. | 3435 Wilshire Blvd., (2nd, 8th, 26th Floors)
Los Angeles, CA 90010 | 13. | 4680 San Fernando Rd.
Glendale, CA 91204 |
| 2. | 12440 E. Imperial Hwy., (6th Fl.
East/West)
Norwalk, CA 90650 | 14. | 955 N. Lake Ave.
Pasadena, CA 91104 |
| 3. | 2700 So. Garfield Ave.
Commerce, CA 90040 | 15. | 9188 Glenoaks Blvd.
Sun Valley, CA 91352 |
| 4. | 9320 Telestar Ave.
El Monte, CA 91731 | 16. | 14545 Lanark St.
Panorama City, CA 91402 |
| 5. | 14714 Carmenita Rd.
Norwalk, CA 90650 | 17. | 27233 Camp Plenty Rd.
Canyon Country, CA 91351 |
| 6. | 21415-16 Plummer St.
Chatsworth, CA 91311 | 18. | 349-B E. Ave. K-6
Lancaster, CA 93535 |
| 7. | 3400 Aerojet Ave.
El Monte, CA 91731 | 19. | 9451 Corbin Ave.
Northridge, CA 91324 |
| 8. | 2707 So. Grand Ave.
Los Angeles, CA 90007 | 20. | 2415 W. 6th St.
Los Angeles, CA 90057 |
| 9. | 12000 Hawthorne Blvd.
Hawthorne, CA 90250 | 21. | 813 E. Fourth Pl.
Los Angeles, CA 90013 |
| 10. | 3833 So. Vermont Ave.
Los Angeles, CA 90037 | 22. | 2601 Wilshire Blvd.
Los Angeles, CA 90057 |
| 11. | 3220 Rosemead Blvd.
El Monte, CA 91731 | 23. | 11110 W. Pico Blvd.
Los Angeles, CA 90064 |
| 12. | 9800 So. La Cienega Blvd.
Inglewood, CA 90301 | 24. | 17171 E. Gale Ave.
City of Industry, CA 91745 |

- | | | | |
|-----|---|-----|--|
| 25. | 2615 So. Grand Ave.
Los Angeles, CA 90007 | 40. | 2040 W. Holt Ave.
Pomona, CA 91768 |
| 26. | 5445 Whittier Blvd.
Los Angeles, CA 90022 | 41. | 5200 W. Century Blvd.
Los Angeles, CA 90045 |
| 27. | 8130 So. Atlantic Ave.
Cudahy, CA 90201 | 42. | 3216 Rosemead Blvd.
El Monte, CA 91731 |
| 28. | 2855 E. Olympic Blvd.
Los Angeles, CA 90023 | 43. | 2255 N. Garey Ave.
Pomona, CA 91763 |
| 29. | 4077 N. Mission Rd.
Los Angeles, CA 90032 | 44. | 2910 W. Beverly Blvd.
Los Angeles, CA 90057 |
| 30. | 2200 N. Humboldt St.
Los Angeles, CA 90031 | 45. | 2959 Victoria St.
Rancho Dominguez, CA 90221 |
| 31. | 1740 E. Gage Ave.
Los Angeles, CA 90001 | 46. | 1851 N. Gaffey St.
San Pedro, CA 90731 |
| 32. | 12727 Norwalk Blvd.
Norwalk, CA 90650 | 47. | 5460 Bandini Blvd.
Bell, CA 90201 |
| 33. | 17600 "B" Santa Fe Ave.
Rancho Dominguez, CA 90221 | 48. | 3307 Glenoaks Blvd.
Burbank, CA 91504 |
| 34. | 1819 W. 120th St.
Los Angeles, CA 90047 | 49. | 1050 E. Palmdale Blvd.
Palmdale, CA 93550 |
| 35. | 211 E. Alondra Blvd.
Compton, CA 90220 | 50. | 349-B East Avenue K-6
Lancaster, CA 93535 |
| 36. | 10728 So. Central Ave.
Los Angeles, CA 90059 | 51. | 43770 N. 15th Street West
Lancaster, CA 93534 |
| 37. | 2961 E. Victoria St.
Rancho Dominguez, CA 90221 | 52. | 416 N. Garey Avenue
Pomona, CA 91767 |
| 38. | 3350 Aerojet Ave.
El Monte, CA 91731 | 53. | 360 E. Mission Blvd.
Pomona, CA 91766 |
| 39. | 3352 Aerojet Ave.
El Monte, CA 91731 | 54. | 5460 Bandini Blvd.
Bell, CA 90201 |

TEMPORARY SECRETARIAL/CLERICAL SERVICES

PROJECTED WORKLOAD

1. Projected Contract(s) Hours and Costs:

Estimated temporary services hours needed _____ hours per year

Estimated Contract(s) Cost \$_____ (for each year of the contract)

2. Projected Usage:

DPSS' projections provide the best available estimate of the future workload to be encountered by the CONTRACTOR(S) for this new Contract(s). These estimates are subject to revision. However, Bidders should consider these projections in calculating their respective budgets. These projections do not constitute a guarantee of any volume of work.

3. Procedure for Selecting a Contractor for a Job:

The process to select a CONTRACTOR(S) to fill an identified and approved need as it arises depends on the job classification needed. DPSS reviews the CONTRACTOR'S prices and schedules and selects the CONTRACTOR(S) with the best price and an available person for that position.

PERFORMANCE REQUIREMENTS SUMMARY

1.0 Introduction

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

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

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

2.0 Performance Requirements Summary Chart

The Performance Requirements Summary Chart is attached.

1. Lists the contract requirements considered most critical to acceptable contract performance (Column 1 of chart).
2. Denotes the indicators used to determine that the Standards have been met (Column 2 of chart).
3. Defines the Standard of performance for each required service (Column 3 of chart).
4. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before COUNTY assesses liquidated damages (Column 4 of chart).

5. Shows the quality assurance methods that COUNTY will use to evaluate CONTRACTOR's performance in meeting the contract requirements (Column 5 of chart).
6. Shows the monthly Unsatisfactory Performance Indicator points to be assessed for exceeding the AQL, for each listed contract requirement (Column 6 of chart). These indicators may serve as baseline for assessing liquidated damages.

3.0 Quality Assurance

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

1. Random sampling [For random sample tables/methods to be used, refer to book entitled "Handbook of Sampling for Auditing and Accounting" (2nd Edition) by Herbert Arkin.];
2. One hundred (100%) percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of CONTRACTOR performance;
3. Review of reports and files;
4. Validated complaints from DPSS districts and/or administrative staff, WFP&I and other agencies and COUNTY departments with whom CONTRACTOR has a relationship;
5. Vendor complaints and/or On-site surveillance.
6. The COUNTY maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a contract term extension option.

4.0 Contract Discrepancy Report (CDR)

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

1. Verbal notification of a contract discrepancy will be made to the Contract Manager or alternate as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the Contract Manager. The CCA will determine whether a CDR (SOW, *Exhibit 5*) will be issued.
2. If a CDR is issued, it will be mailed, e-mailed or hand carried, at CCA's discretion, to the Contract Manager or alternate.

3. Upon receipt of a CDR, CONTRACTOR is required to respond in writing to the CCA within five (5) business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for immediate corrective action of all failures of performance identified in the CDR within ten (10) business days.
4. The CCA will evaluate CONTRACTOR's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond CONTRACTOR's control and without fault or negligence by CONTRACTOR, the CCA may decline to count such point(s) as unsatisfactory performance for the month.

5.0 **Criteria for Acceptable or Unacceptable Performance**

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

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

- *Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet the contract standard for satisfactory performance;
- *Lot Size* - the total number of units or services to be provided in a given time period;
- *Sample Size* - the number of units to be checked in a given time period; and
- *Acceptance/Rejection Numbers* - the numbers, which indicate whether the lot is acceptable or unacceptable.

The *AQL* for each sampling is taken from the Performance Requirements Summary. The lot size is determined by estimating how often CONTRACTOR will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample. The *Unsatisfactory Performance Indicator (UPI)* points assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an *AQL* of 10%, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory.

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

- $12 \div 100$ (sample size) = 12%
- $12\% - 10\% = 2\%$ over the *AQL*
- $12\% \times 1000$ (lot size) = 120 (# of unacceptable discrepancies)
- 120×5 (*UPI* Points) =600

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

6.0 Remedy of Defects

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

7.0 Unsatisfactory Performance Remedies

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

1. Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
2. Assess deductions in the amount of ten dollars (**\$10.00**) per point for each Unsatisfactory Performance Indicator point exceeding **500** points during each month of the contract. Ten (10) points per day for failure to comply with timely submission of CCA request.
3. Suspend or cancel the Contract for systematic, deliberate misrepresentations or should the total *UPI* points exceed 50 points in one calendar month.

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

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

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

SOW Exhibit 4

Specific Performance Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points for Exceeding the AQL
<u>Subsection 5.5.4</u> - Contractor Payment	Invoice submitted	Accurate Invoice received by the 15 th of the month following the report month	0.0%	Review of Invoice	20 points per each day late
<u>Subsection 8.12</u> - Consideration to Hire GAIN/GROW Participants	Active efforts to comply with Attestation of Willingness to Consider GAIN/GROW participants	Upon CCA request, provide a list of GAIN/GROW participants interviewed/hired by Contractor Provide a contact for County to refer participants	0.0%	Periodic review of records	10 points for each failure to comply with CCA requests
<u>Exhibit A, Section 2.0</u> Key Contractor Personnel	Provide at contract start-up, the name of Contract Manager and Alternate	Contract Manager and Alternate's name received by CCA	0.0%	Notification by U.S. mail, email, or telephone	25 points per day for late notification
<u>Exhibit A, Section 9.1</u>	Provide staff as required.	Provide the qualified secretaries, clerks or other staff requested, within 24-hours, 8 hours for an emergent request	0.0%	Periodic review of records.	10 points for each failure to comply.
<u>Subsection 8.6</u> - Complaints	Contractor shall develop, maintain and follow procedures on receiving, investigating and responding to user complaints	Submit within 15 business days after contract effective date policy on complaints Provide updates to plans on a timely basis Notify CCA of status on investigations within 5 days of receiving complaints Provide CCA copies of all responses to complaints within 3 business days	0.0%	Periodic review of records	10 points for each substantiated complaint

CONTRACT DISCREPANCY REPORT (SAMPLE)

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

Contractor Name

Pricing Schedule

Position	Hourly Rate
Intermediate Clerk	\$
Intermediate Typist Clerk	\$
Secretary II	\$
Warehouse Worker II	\$

Intentionally Omitted

COUNTY ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

CONTRACTOR ADMINISTRATION

CONTRACTOR NAME: _____ CONTRACT NO: _____

CONTRACTOR PROJECT MANAGER: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

CONTRACTOR AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email Address: _____

Certification of No Conflict of Interest

Familiarity with the County Lobbyist Ordinance Certification

Request for Local SBE Preference Program Consideration

Contractor's EEO Certification

Attestation of Willingness to Consider GAIN/GROW Participants

County of Los Angeles Employee Jury Service Program –
Certification Form & Application For Exception

Charitable Contributions Certification

Certification of Independent Price Determination & Acknowledgement
of IFB Restrictions

Certification of Compliance with the County's Defaulted
Property Tax Reduction Program

Child Support Compliance Program Certification

Bidder's/Offeror's Non-discrimination In Service Certification

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ 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: ____/____/____
PRINTED NAME: _____

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 _____ Contract No. _____

Employee Name _____

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: ____/____/____

PRINTED NAME: _____

POSITION: _____

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: _____
PRINTED NAME: _____
POSITION: _____

DATE: ____/____/____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The Board of Supervisors makes the following findings. The COUNTY of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the COUNTY of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the COUNTY of Los Angeles has determined that it is appropriate to require that the businesses with which the COUNTY contracts possess reasonable jury service policies. (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 (10) 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)

Safely Surrendered



No shame. No blame. No names.

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.

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.



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



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.



**COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty-two (42%) percent of businesses in Los Angeles County have five or fewer employees. Only about four (4%) percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

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 2010 are less than \$48,362 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, 2011.

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 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 Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 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 2010 and owes no tax but is eligible for a credit of \$829, he or she must file a 2010 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2010)
Cat. No. 205991

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://aq.gov/charities/statutes.php/>

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>., and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 Administration
Chapter 2.2.06
DEFAULTED TAX PROGRAM ORDINANCE

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the COUNTY and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the COUNTY fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the COUNTY.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the COUNTY'S secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a CONTRACTOR in a trust or fiduciary capacity or otherwise not beneficially owned by the CONTRACTOR.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board. F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services. G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any CONTRACTOR to keep County Property Taxes out of Default status at all times during the term of an awarded contract.

- B. Provides that the failure of the CONTRACTOR to comply with the provisions in this chapter may prevent the CONTRACTOR from being awarded a new contract; and
- C. Provides that the failure of the CONTRACTOR to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the COUNTY by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. CONTRACTOR shall be required to certify, at the time of submitting any bid or proposal to the COUNTY, or entering into any new contract, or renewal, extension or amendment of an existing contract with the COUNTY, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or State law or a condition of a federal or State program mandates the use of a particular Contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase Orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase Orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the COUNTY pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 - 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 - 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth 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
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and Remedies.

- A. The information furnished by each CONTRACTOR certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No CONTRACTOR shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a COUNTY contract.
- C. For 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; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 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. No. 2009-0026)

Contract Rates				Contractor	Intermediate Clerk	Intermediate Typist Clerk	Secretary II	Warehouse Worker II
					Howroyd-Wright Employment Agency, Inc.	dba AppleOne Employment Agency	Future Personnel Agency, Inc.	dba Top Tempo
		\$11.48	\$11.70	-----	\$13.16	-----	\$13.10	