COUNTY OF LOS ANGELES
PROBATION DEPARTMENT
9150 EAST IMPERIAL HIGHWAY -- DOWNEY, CALIFORNIA 90242
(562) 940-2501

JERRY E. POWERS
Chief Probation Officer

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
43 July 3, 2012
SACHI A. HAMAI
EXECUTIVE OFFICER

July 03, 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:

APPROVAL OF CONTRACT TO PROVIDE CUSTODIAL SERVICES AT BARRY J. NIDORF JUVENILE HALL AND COURT, AND KENYON JUVENILE JUSTICE CENTER SUB-OFFICE

(3 VOTES, SUPERVISORIAL DISTRICTS 3 & 4)

SUBJECT

Approval of a custodial contract with Diamond Contract Services, Inc. to provide custodial services at Barry J. Nidorf Juvenile Hall (BJNJH) and Court, and Kenyon Juvenile Justice Center Sub-Office (KJJC).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that custodial services can be performed more economically by an independent Contractor than by County employees.

2. Approve and instruct the Chairman to sign the attached contract (Attachment I) with Diamond Contract Services, Inc. to provide custodial services effective August 1, 2012 at BJNJH and Court, and KJJC for a period of three (3) years, with two (2) additional two-year renewal options and six (6) month to month extensions, at an annual amount of $170,048.

3. Authorize the Internal Services Department (ISD) to administer the contract and delegate authority to the Director of ISD or his designee to exercise the renewal options and month-to-month extensions in accordance with the attached contract.

4. Authorize the Director of ISD or his designee to add and delete facilities, and to approve necessary changes to scope of services.

5. Delegate authority to the Director of ISD, or his designee, to execute applicable contract amendments should the original contracting entity merge, be acquired, or otherwise has a change of entity.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval of a contract (Attachment I) with Diamond Contract Services, Inc. for custodial services at BJNJH and Court, and KJJC.

The Probation Department (Probation) has utilized contracted custodial services since 1991. The current contract for the three Probation facilities is scheduled to expire on July 31, 2012. Approval of this contract will enable Probation to continue receiving custodial services at BJNJH and Court, and KJJC. A competitive solicitation process was conducted and Diamond Contract Services, Inc. was the highest ranked proposer.

Once approved by your Board, the requested actions will also allow ISD to administer the contract for the three Probation facilities as well as to add or delete other County facilities, approve necessary changes to scope of services, and execute applicable amendments. ISD's administration of the contract is consistent with the County's Strategic Initiative to leverage existing department contracts to pool similar services.

Implementation of Strategic Plan Goals

The recommended contract supports County Strategic Plan Goal Number 1 (Operational Effectiveness) to maximize the effectiveness of the County's processes structure and operations to support timely delivery of customer oriented and efficient public service by providing custodial services to County facilities.

FISCAL IMPACT/FINANCING

The annual cost for the recommended contract is $170,048. Sufficient appropriation for the recommended contract is included in ISD's Fiscal Year 2012-13 Proposed Budget and sufficient appropriation will be requested in future years. Sufficient funding is also in Probation's Fiscal Year 2012-13 Proposed Budget to fund Probation's portion of the contracted services.

Consistent with established Fiscal policies, Probation conducted a cost analysis that demonstrates that the recommended contract is cost effective. A summary of the cost analysis is attached (Attachment II).

The annual savings to the County is $87,495. Attachment III shows the benefits available to contract employees. Attachment IV provides the process used for contracting with community business enterprises.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 1991, Probation has contracted for custodial services at BJNJH and Court, and KJJC. The

need for custodial services continues to exist at these designated facilities. Pursuant to the contract, Diamond Contract Services, Inc. will provide personnel, supplies, and equipment to maintain the required custodial services.

The initial term of this contract shall be effective August 1, 2012 thru July 31, 2015. The contract is authorized by Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). Probation has complied with all requirements for contracting with private businesses under Los Angeles County Code Chapter 2.121. Consistent with these requirements, the awarded contract will provide all services at a cost less than the County.

Pursuant to County code Chapter 2.121.330, Probation conducted a competitive solicitation process, which included public notice. Such notice was given in sufficient time and was included in newspapers of general circulation and ISD's website.

There is no departmental employee relations impact as these services have been contracted since 1991. All requirements of Los Angeles County Code Section 2.121.380 have been met. The contract will not result in a reduction of County services.

The contract contains the Board's required contract provisions, including those pertaining to consideration of qualified county employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support Program. This contract is subject to Living Wage Program (Los Angeles County Code, Chapter, 2.201).

The contract includes an annual amount of $170,048. The contract includes Cost of Living Adjustments (COLA) based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange COUNTY Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment.

The County will not request the Contractor to perform services which exceed the Board approved contract amount, scope of work, and/or contract term.

County Counsel has reviewed and approved the proposed contract as to form.

CONTRACTING PROCESS

To solicit for these services, a competitive Request for Proposals (RFP) process was utilized and issued on May 6, 2011. Through the solicitation and competitive negotiation process, approximately 149 letters were sent to service providers.

Advertisements were run in the Los Angeles Times, Eastern Group Publications, and the Lynwood Journal. The solicitation information was also made available through the Internet on the County of Los Angeles Internal Services Department (Attachment V) and Probation's website. As a result, nineteen (19) contractors registered for the Mandatory Proposer's Conference and Walk-Through, eighteen (18) potential providers attended the conference, and nine (9) proposals were received.

The proposals were evaluated using an initial screening "pass/fail" process which was consistent with the Selection Process and Evaluation Criteria set forth in the RFP.

Six (6) proposals passed the initial screening and proceeded to the final evaluation process. The proposals submitted by Diamond Contract Services, Inc., Servicon Systems, Inc., Lee's Maintenance Services, Inc., Integrated Support Solutions, Inc. (ISSI), US Metro Group, Inc., and Corporate Building Services, Inc. passed the initial screening. The proposals submitted by Ultimate Maintenance Services, Inc., Reliable Building Maintenance Inc., and Charlie Demetrios did not pass the initial screening, and did not proceed to the final evaluation process.

An evaluation committee was formed to evaluate proposals that passed the initial screening. The evaluation committee, consisting of Probation staff, evaluated a total of six (6) proposals. The proposals were rated and scored by the evaluation committee using a point system that covered: 1) proposer's qualifications, 2) approach to providing required services, 3) quality control plan, 4) living wage compliance and 5) cost proposal.

The Diamond Contract Services, Inc., proposal received the highest overall rating by the evaluation committee. Diamond Contract Services, Inc. submitted a responsive proposal that reflected a good understanding of the services to be provided. Diamond Contract Services, Inc. outlined a quality plan and demonstrated they were experienced and capable of providing the required services. No protests are pending.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable Probation to continue receiving the current level of custodial services. The assignment of this contract from Probation to ISD to administer the contract is consistent with the County Strategic Initiative to streamline contracting operations countywide by leveraging existing department contracts to pool similar services.

Respectfully submitted,

JERRY E. POWERS
Chief Probation Officer

JEP:TH:DS:or

Enclosures

c: Executive Office/Clerk of the Board
County Counsel
Chief Executive Office

ATTACHMENT I

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

DIAMOND CONTRACT SERVICES, INC.

FOR

CUSTODIAL SERVICES AT
BARRY J. NIDORF JUVENILE HALL AND COURT AND
KENYON JUVENILE JUSTICE CENTER SUB OFFICE

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND

DIAMOND CONTRACT SERVICES, INC.

FOR
CUSTODIAL SERVICES AT BARRY J. NIDORF JUVENILE HALL AND COURT AND KENYON JUVENILE JUSTICE CENTER SUB OFFICE

This Contract and Exhibits made and entered into this 3rd day of July, 2012 by and between the County of Los Angeles, hereinafter referred to as COUNTY and **Diamond Contract Services, Inc.,** hereinafter referred to as CONTRACTOR. **Diamond Contract Services, Inc** is located at **2249 North Hollywood Way, Burbank, CA 91505**.

RECITALS

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

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

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

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

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 and T 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.

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Standard Exhibits:

1.1 EXHIBIT A - Statement of Work
1.2 EXHIBIT B - Pricing Sheet
1.3 EXHIBIT C - CONTRACTOR'S Proposed Schedule
1.4 EXHIBIT D - CONTRACTOR'S EEO Certification
1.5 EXHIBIT E - COUNTY'S Administration
1.6 EXHIBIT F - CONTRACTOR'S Administration
1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
1.8 EXHIBIT H - Jury Service Ordinance
1.9 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibits:

1.10 EXHIBIT J - Living Wage Ordinance
1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments
1.12 EXHIBIT L - Payroll Statement of Compliance
1.13 EXHIBIT M - Guidelines for Assessment of Proposer Labor Law/ Payroll Violations
1.14 EXHIBIT N - Contractor's Obligations as a "Non-Business Associate" Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)
1.15 EXHIBIT O - Sexual Harassment/Discrimination/Retaliation Prohibited Form and Policy
1.16 EXHIBIT P - Defaulted Property Tax Reduction Program and Form
1.17 EXHIBIT Q - Confidentiality of CORI Information
1.18 EXHIBIT R - Contract Discrepancy Report Form
1.19 EXHIBIT S - Performance Requirements Summary (PRS) Chart
1.20 EXHIBIT T - Internal Revenue Service Notice 1015

This Contract, the Exhibits and the Contractor's proposal, incorporated herein by reference, dated **July 1, 2011,** hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

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

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

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

2.3 **CONTRACTOR Project Director:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.

2.4 **COUNTY Contract Monitor:** Person with responsibility of monitoring the Contract and the CONTRACTOR. Person responsible for providing reports to COUNTY Contract Manager and COUNTY Program Manager. Responsibility for inspections of any and all tasks, deliverable, goods, services and other work provided by the CONTRACTOR.

2.5 **COUNTY Contract Manager:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract that cannot be resolved by the COUNTY'S Program Manager.

2.6 **COUNTY Program Manager:** Person designated by COUNTY to manage the operations under this Contract.

2.7 **Day(s):** Calendar day(s) unless otherwise specified.

2.8 **ISD District Manager**: COUNTY Facility Operations Services (FOS) Manager responsible for custodial services in the COUNTY.

2.9 **Facilities Operation Services (FOS)**: Internal Service Department (ISD) operation responsible for providing custodial services to COUNTY Departments.

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

2.11 **Internal Services Department**: The COUNTY Department responsible for administration of the contract.

3.0 WORK

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

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

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for a period three (3) years, commencing after execution by COUNTY'S Board of Supervisors or August 1, 2012, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The COUNTY shall have the sole option to extend this Contract term for up to two (2) additional two-year periods and six (6) month to month extensions, for a maximum total Contract term of seven (7) years and six months. Each such option and extension shall be exercised at the sole discretion of the Director, Internal Services Department, or his/her designee, as authorized by the Board.

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 CONTRACTOR shall notify COUNTY's Program Manager, Internal Services Department, when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the CONTRACTOR shall send written notification to COUNTY's Program Manager at the address herein provided in *Exhibit E - COUNTY'S Administration.*

5.0 CONTRACT SUM

5.1 The contract fee under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract. The total sum, inclusive of all applicable taxes is at **$170,048** annually. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.

5.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through

assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.

5.3 The CONTRACTOR shall maintain a system of record keeping that will allow the CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total Contract authorization under this Contract. Upon occurrence of this event, the CONTRACTOR shall send written notification to the County's Program Manager at the address herein provided in Exhibit E – 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 Sheet*, 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 Sheet*.

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

5.5.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 15th calendar day of the month following the month of service. ***No invoice will be approved for payment unless the following is included:***

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

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

Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063
Attention: Contract Unit Supervisor, Finance, Room 222

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

5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

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

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

The contract hourly and/or monthly amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange COUNTY Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to COUNTY employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost of

living adjustments will be granted. Where the COUNTY decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the CONTRACTOR can show that his/her labor cost will actually increase.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

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

6.1 COUNTY'S Contract Manager

Responsibilities of the COUNTY'S Contract Manager include:

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

6.2 COUNTY'S Program Manager

The responsibilities of the COUNTY'S Program Manager include:

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

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

6.3 COUNTY'S Contract Monitor

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR'S Project Director

7.1.1 The CONTRACTOR'S Project Director is designated in *Exhibit F - CONTRACTOR'S Administration*. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR'S Project Director.

7.1.2 The CONTRACTOR shall provide its own full time officer or employee as Project Director and clearly **identify the person in the proposal.** The Project Director or an approved alternate shall be assigned locally and available for telephone contact twenty-four (24) hours a day. The Project Director shall also be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., excluding all holidays, to meet with COUNTY personnel designated by the COUNTY to discuss problem areas. The Project Director shall provide overall management and coordination of the Contract services on the CONTRACTOR'S behalf, and shall act as the central point of contact with the Internal Services Department.

7.1.3 The CONTRACTOR'S Project Director shall be responsible for the CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with COUNTY'S Program Manager and COUNTY'S Contract Monitor on a regular basis.

7.1.4 The CONTRACTOR'S Project Director shall have full authority to act for the CONTRACTOR on all Contract matters relating to the daily operation of this Contract.

7.1.5 The Project Director must have a minimum of three (3) years demonstrated previous experience within the last five (5) years providing the contracted services.

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

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

7.2 Approval of CONTRACTOR'S Staff

7.2.1 The CONTRACTOR shall be responsible for providing qualified staff to fulfill the Contracted services.

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

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

7.2.4 All personnel must be able to read, write, spell, speak and understand English, and possess good grammatical skills. In some assignments, personnel who can speak, read, write and understand Spanish will also be required.

7.2.5 The CONTRACTOR shall insure that by first day of employment, all persons with access to juvenile records and arrest information have signed an acknowledgement that meets the standards of COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR shall retain original CORI form and forward a copy to the COUNTY Program Manager within five (5) business days of start of employment. *(Refer to Exhibit Q.)*

7.2.6 The CONTRACTOR shall give advance notice to COUNTY'S Program Manager, in writing within ten (10) business days, of any change in CONTRACTOR personnel assigned to perform any work on this Contract.

7.3 CONTRACTOR'S Staff Identification

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

7.3.1 CONTRACTOR is responsible to ensure that employees have obtained a COUNTY ID badge before they are assigned to work in a

COUNTY facility. CONTRACTOR personnel may be asked to leave a COUNTY facility by a COUNTY representative if they do not have the proper COUNTY ID badge on their person.

7.3.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working under this Contract. CONTRACTOR shall retrieve and return an employee's ID badge to the COUNTY on the next business day after the employee has terminated employment with the CONTRACTOR.

7.3.3 If COUNTY requests the removal of CONTRACTOR'S staff, CONTRACTOR shall retrieve and return an employee's ID badge to the COUNTY on the next business day after the employee has been removed from working on the COUNTY'S Contract.

7.4 Background and Security Investigations

Background and security investigations of Contractor's staff are required as a condition of beginning and continuing work under resulting Contract. The cost of background checks is the responsibility of the Contractor. CONTRACTOR shall be responsible for the ongoing implementation and monitoring of sub-sections 7.4.1 through 7.4.4. On at least a quarterly basis, CONTRACTOR shall report, in writing, monitoring results to COUNTY, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from COUNTY.

7.4.1 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, without regard to whether the Contractor's staff passes or fails the background clearance 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

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

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

7.5.2.1 Contractor shall sign and adhere to the provisions of the *"Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.*

7.5.2.2 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 G2*.

7.5.2.3 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 G3*

7.5.3 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.

7.5.4 Confidentiality of Adult and Juvenile Records

By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all adult and juvenile records and Probation case information provided to CONTRACTOR is confidential and no such information shall be disclosed to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.

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

7.5.6 Violations: CONTRACTOR agrees to inform all of its employees, agents, subcontractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work including addition or deletion of facilities, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the CONTRACTOR and by Director of ISD, or his/her designee.

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

8.1.3 The Director of ISD, or his/her designee, may at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the COUNTY'S Director of ISD, 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 COUNTY'S Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

8.5.7 Copies of all written responses shall be sent to the COUNTY'S Program Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 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 *Exhibit D - CONTRACTOR'S EEO Certification.*

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

1. Unless the CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of

"CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY'S satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

4. CONTRACTOR'S violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

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

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

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

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the COUNTY Code

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding

or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision,

and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

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

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

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

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

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

The Contractor's Project Director or designee shall meet monthly or as requested by County with the County Contract Monitor and inspect the facility on any shift to ensure the quality of the custodial/housekeeping services being performed. A summary report of findings, including all deficiencies, will be prepared by the County and submitted to Contractor for remedial action. Contractor will provide Performance Monthly Inspection Report by the 15th of the following month and a copy will be provided to the County Project Manager the report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

8.16.2 If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work

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

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

8.18 FACSIMILE REPRESENTATIONS

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

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this *Contract*, if such

failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and such subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.20.3 In the event CONTRACTOR'S failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

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

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

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

8.22.4 As previously instructed in Sub-paragraph 7.5 - Confidentiality, the CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the *"Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.* The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the *"Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.* Original to be retained on file with CONTRACTOR, a copy is to be sent to COUNTY Program Manager.

8.23 INDEMNIFICATION

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

8.24 GENERAL 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.

8.24.1 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 Sub-Contractor 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:

Wendy Rivera
Contracting Division, Contracts Section
1100 N. Eastern Ave., 1st Floor
Los Angeles, CA 90063

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 Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 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.

8.24.3 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.

8.24.4 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.

8.24.5 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.

8.24.6 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.

8.24.7 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.

8.24.8 Sub-Contractor Insurance Coverage Requirements

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

8.24.9 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.

8.24.10 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 Contract expiration, termination or cancellation.

8.24.11 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.

8.24.12 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.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor 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.

8.24.14 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.

8.24.15 Notification of Incidents, Claims or Suits:

CONTRACTOR shall report to the COUNTY:

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

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

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

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

8.25 INSURANCE COVERAGE

8.25.1 **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

8.25.2 **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.

8.25.3 **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.

8.25.4 **Sexual Misconduct Liability**:
Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director of ISD, or his designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, or his designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR'S invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Chief Probation Officer, or his designee, in a written notice describing the reasons for said action.

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

within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS*, as defined in *Exhibit S*, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

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

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

8.28.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the COUNTY.

8.28.7 If the COUNTY finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material

breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

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

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

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

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.34 NOTICES

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

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the CONTRACTOR; all information obtained in connection with the COUNTY'S right to audit and inspect the CONTRACTOR'S documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and

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

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

8.37 PUBLICITY

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

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

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

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

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

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

8.38.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY'S dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon

demand or b) at the sole option of the COUNTY'S Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY'S dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY'S maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

8.38.4 In addition to the above, the CONTRACTOR agrees, should the COUNTY or its authorized representatives determine, in the COUNTY'S sole discretion, that it is necessary or appropriate to review a broader scope of the CONTRACTOR'S records (including, certain records related to non-COUNTY contracts) to enable the COUNTY to evaluate the CONTRACTOR'S compliance with the COUNTY'S Living Wage Program, that the CONTRACTOR shall promptly and without delay provide to the COUNTY, upon the written request of the COUNTY or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the COUNTY under this Contract, including without limitation, records relating to work performed by said employees on the CONTRACTOR'S non-county contracts. The CONTRACTOR further acknowledges that the foregoing requirement in this subparagraph relative to CONTRACTOR'S employees who have provided services to the COUNTY under this Contract is for the purpose of enabling the COUNTY in its discretion to verify the CONTRACTOR'S full compliance with and adherence to California labor laws and the COUNTY'S Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY'S written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such materials and information is located outside Los Angeles COUNTY, then, at the COUNTY'S option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and

other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

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

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

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

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

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

8.40.5 The COUNTY'S consent to subcontract shall not waive the COUNTY'S right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.

8.40.6 The COUNTY'S Contract Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the COUNTY, CONTRACTOR shall forward a fully executed subcontract to the COUNTY for their files.

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

8.40.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, the CONTRACTOR shall ensure delivery of all such documents to:

Wendy Rivera
Contracting Division, Contracts Section
1100 N. Eastern Ave., 1st Floor
Los Angeles, CA 90063

Before any Subcontractor employees may perform any work hereunder.

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

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in sub-paragraph 8.14 - CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work

hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

- Stop work under this Contract on the date and to the extent specified in such notice, and

- Complete performance of such part of the work as shall not have been terminated by such notice.

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

8.43 TERMINATION FOR DEFAULT

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

- CONTRACTOR has materially breached this Contract; or

- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.43.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so

terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

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

8.43.4 If, after the COUNTY has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

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

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed

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

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

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

8.45 TERMINATION FOR INSOLVENCY

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

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

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

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

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

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

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.48 VALIDITY

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

8.49 WAIVER

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

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon

any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

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

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

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

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

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

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.51 - Contractor's 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 contractor and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

This Contract is subject to the provisions of the COUNTY'S ordinance entitled Living Wage Program as codified in Sections

2.201.010 through 2.201.100 of the Los Angeles COUNTY Code, a copy of which is attached as *Exhibit J* and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

1. Unless the CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that the CONTRACTOR is not an "Employer" as defined under the Program (Section 2.201.020 of the COUNTY Code) or that the CONTRACTOR qualifies for an exception to the Living Wage Program (Section 2.201.090 of the COUNTY Code), the CONTRACTOR shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the COUNTY, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the Contract:

    a. Not less than $11.84 per hour if, in addition to the per-hour wage, the CONTRACTOR contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

    b. Not less than $9.64 per hour if, in addition to the per-hour wage, the CONTRACTOR contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The CONTRACTOR will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the COUNTY Department of Health Services Community Health Plan. If, at any time during the Contract, the CONTRACTOR contributes less than $2.20 per hour towards the provision of bona fide health care benefits, the CONTRACTOR shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this sub-paragraph, "CONTRACTOR" includes any subcontractor engaged by the CONTRACTOR to perform services for the COUNTY under the Contract. If the CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any

individual who is an employee of the CONTRACTOR under the laws of California, and who is providing full-time services to the CONTRACTOR, some or all of which are provided to the COUNTY under the Contract. “Full-time” means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the COUNTY; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the CONTRACTOR is required to pay a living wage when the Contract commences, the CONTRACTOR shall continue to pay a living wage for the entire term of the Contract, including any option period.

4. If the CONTRACTOR is not required to pay a living wage when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Living Wage Program’s definition of “Employer” or if the CONTRACTOR no longer qualifies for an exception to the Living Wage Program. In either event, the CONTRACTOR shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY’S satisfaction that the CONTRACTOR either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the CONTRACTOR continues to qualify for an exception to the Living Wage Program. Unless the CONTRACTOR satisfies this requirement within the time frame permitted by the COUNTY, the CONTRACTOR shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the CONTRACTOR'S obligation to pay its Employees the applicable hourly living wage rate under this Contract, “Travel Time” shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a COUNTY facility if the CONTRACTOR pays the

Employee any amount for that time or if California law requires the CONTRACTOR to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between COUNTY facilities that are subject to two different contracts between the CONTRACTOR and the COUNTY (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such COUNTY facilities if the CONTRACTOR pays the Employee any amount for that time or if California law requires the CONTRACTOR to pay the Employee any amount for that time.

9.1.3 CONTRACTOR'S Submittal of Certified Monitoring Reports

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

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

During the term of the Contract, if the CONTRACTOR becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the CONTRACTOR shall immediately inform the

COUNTY of any pertinent facts known by the CONTRACTOR regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the CONTRACTOR'S contract with the COUNTY, but instead applies to any labor law/payroll violation or claim arising out of any of the CONTRACTOR'S operations in California.

9.1.5 COUNTY Auditing of CONTRACTOR Records

Upon a minimum of twenty-four (24) hours' written notice, the COUNTY may audit, at the CONTRACTOR'S place of business, any of the CONTRACTOR'S records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The CONTRACTOR is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the COUNTY shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the CONTRACTOR submits a certified monitoring report to the COUNTY after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment. If the CONTRACTOR fails to submit accurate, complete, timely and properly certified monitoring reports, the COUNTY may withhold from payment to the CONTRACTOR up to the full amount of any invoice that would otherwise be due, until the CONTRACTOR has satisfied the concerns of the COUNTY, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the CONTRACTOR'S failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the CONTRACTOR'S breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the COUNTY may, in its sole discretion, assess against the CONTRACTOR liquidated damages in the amount of $100 per monitoring report for each day until the COUNTY has been provided with a properly prepared, complete and certified monitoring report. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.

c. Termination. The CONTRACTOR'S continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the CONTRACTOR fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment. If the CONTRACTOR fails to pay one or more of its Employees at least the applicable hourly living wage rate, the COUNTY may withhold from any payment otherwise due the CONTRACTOR the aggregate difference between the living wage amounts the CONTRACTOR was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The COUNTY may withhold said amount until the CONTRACTOR has satisfied the COUNTY that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the CONTRACTOR'S failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the CONTRACTOR'S breach. Therefore, it is agreed that the COUNTY may, in its sole discretion, assess against the CONTRACTOR liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due the CONTRACTOR.

c. Termination. The CONTRACTOR'S continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the CONTRACTOR breaches a requirement of this sub-paragraph, the COUNTY may, in its sole discretion, bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles COUNTY Code, Chapter 2.202, Determinations of CONTRACTOR Non-Responsibility and CONTRACTOR Debarment.

9.1.8 Use of Full-Time Employees

The CONTRACTOR shall assign and use full-time Employees of the CONTRACTOR to provide services under the Contract unless the CONTRACTOR can demonstrate to the satisfaction of the COUNTY that it is necessary to use non-full-time Employees based on staffing efficiency or COUNTY requirements for the work to be performed under the Contract. It is understood and agreed that the CONTRACTOR shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the COUNTY has provided written authorization for the use of same. The CONTRACTOR submitted with its proposal a full-time Employee staffing plan. If the CONTRACTOR changes its full-time Employee staffing plan, the CONTRACTOR shall immediately provide a copy of the new staffing plan to the COUNTY.

9.1.9 CONTRACTOR Retaliation Prohibited

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

9.1.10 CONTRACTOR Standards

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

9.1.11 Employee Retention Rights

1. The CONTRACTOR shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
   a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and

b. Who has been employed by a CONTRACTOR under a predecessor Proposition A contract or a predecessor cafeteria services contract with the COUNTY for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the COUNTY prior to its expiration; and

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

2. The CONTRACTOR is not required to hire a retention employee who:

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

b. Fails to meet any other COUNTY requirement for employees of a CONTRACTOR.

3. The CONTRACTOR shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the CONTRACTOR may retain a retention employee on the same terms and conditions as the CONTRACTOR'S other employees.

9.1.12 Neutrality in Labor Relations

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

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

Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents, may have inadvertent access to patient medical records. Contractor understands and agrees that Contractor, its officers, employees, and agents shall not take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents shall maintain the confidentiality of any information obtained and shall immediately, or upon the first reasonable opportunity to do so, notify DPH management personnel that such access has been gained.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its officers, employees' or agents' access to patient medical records. Contractor agrees to provide appropriate training to its officers, employees, and agents, regarding their obligation in this regard.

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

9.3.2 The CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

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

9.3.4 If the Contractor has obtained 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 COUNTY of this information prior to responding to a solicitation or accepting a contract award.

9.4 INTENTIONALLY OMITTED

9.5 INTENTIONALLY OMITTED

9.6 SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION TRAINING

9.6.1 Contractor shall provide training to their employees on sexual harassment, discrimination, and retaliation. This training shall be comparable to that provided by the County of Los Angeles Probation Department to its own staff based upon County Code Section 5.09. *(Exhibit O)*

9.6.2 Contractor shall provide County of Los Angeles Probation Department with a Certified Document *(Sexual Harassment/Discrimination/Retaliation Prohibited Form, Exhibit O)* noting that each individual employee has received the requisite training and has acknowledged in writing that he/she received the training and is familiar with the policies and reporting procedures. Such confirmation documentation will be required from the CONTRACTOR's staff before performing services under this contract.

/

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

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

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

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

By _____
Deputy

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

BY _____
Deputy

(DIAMOND CONTRACT SERVICES, INC.)

By _____

DEREK C. SMITH
Name (Typed or Printed)

PRES/CEO
Title

6/6/12
Date

77812

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

43 JUL 3 2012

SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

JOHN F. KRATTLI
ACTING COUNTY COUNSEL

By _____
MILLICENT L. ROLON
PRINCIPAL DEPUTY COUNTY COUNSEL

June 5, 2012
Date

EXHIBIT A

STATEMENT OF WORK

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1.0 SCOPE OF WORK

The CONTRACTOR shall provide experienced staff to perform custodial and related services at Barry J. Nidorf Juvenile Hall and Court and Kenyon Juvenile Justice Center Sub-Office. All services provided must meet all of the work requirements of this RFP. CONTRACTOR is to provide the Contract Manager a schedule of hours for custodial services.

1.1 Scope of Work

The CONTRACTOR shall ensure that custodial supplies and materials furnished are of equal or better quality than those used by the COUNTY and not harmful to the surfaces being cleaned. All materials and supplies are subject to COUNTY approval.

The CONTRACTOR shall provide custodial services for special events and programs as deemed necessary by the COUNTY. If possible, the COUNTY shall provide CONTACTOR with at least (10) working days advance notice of the special events and programs. CONTRACTOR shall make every effort to reschedule work to provide services for the special events and programs and avoid incurring premium overtime pay.

If rescheduling of the work force is not possible and extra work hours are necessary, COUNTY's Contract Manager must provide prior written approval of the extra work hours. If approved, CONTRACTOR must adhere to the extra hour's rate set forth in the Pricing Sheet. Extra work is any work requested by COUNTY that is beyond the scope of work requirements of this contract.

The CONTRACTOR shall provide a written estimate of labor and materials with description of work. Work that exceeds the estimate must have been approved by the Contract Manager prior to starting work. The COUNTY will not pay invoices that have exceeded the estimates without the prior written approval of the Contract Manager.

The CONTRACTOR must have capabilities for "call back" work for emergencies or special events and must respond to emergencies within two (2) hours of notice. An hourly "call back" rate is to be specified in the proposal. "Call back" is to be authorized in advance by the Contract Manager and is to be shown as separate item(s) on monthly invoice.

A detail of the duties and responsibilities for providing the required custodial services are outlined in Exhibits A1, A2 and A3.

2.0 SPECIFIC TASKS

A sample of the types of functions and duties, which the County requires, are as follows:

2.1 Custodial services shall be provided as listed in Exhibits A1, A2, and A3.

2.2 Custodial services shall be maintained at a level that will provide an adequately clean, safe and sanitary environment for employees and the public, as required by State and COUNTY codes, and protect and preserve COUNTY assets.

2.3 Custodial services will include, but not be limited to, light vacuum of all carpeted areas daily, with a thorough vacuuming weekly, daily spot cleaning of carpet and shampooing of carpet every six (6) months. Tile floors will be swept daily and buffed weekly; mopped daily, stripped and waxed every three (3) months. Restrooms, kitchen, lobby, office area, conference rooms, custodian storage room, and building exteriors will be cleaned thoroughly per Exhibits A1, A2, A3, and Q.

2.4 CONTRACTOR shall provide custodial personnel who will meet the following requirements:

2.4.1 Have a minimum of one (1) custodian who can speak fluent English assigned at all times while staff clean each facility;

2.4.2 Have good work habits;

2.4.3 Be temperamentally capable of working in the presence of the public; and

2.4.4 Be capable of performing the specific assignments described in Exhibits A1, A2, and A3.

2.5 Uniforms for Employees

CONTRACTOR employees assigned to Probation facilities must wear an appropriate uniform at all times. All uniforms as required and approved by the Program Manager will be provided by the CONTRACTOR at the CONTRACTOR'S expense.

3.0 QUALITY CONTROL PLAN

The CONTRACTOR shall establish and maintain a Quality Control Plan to assure the requirements of the contract are met. The plan shall be submitted as part of the proposal. An updated copy must be provided to the COUNTY

Program Manager within two (2) weeks of the contract start date and as changes occur. The original plan and any future amendments are subject to COUNTY review and approval and shall include, but not be limited to, the following:

3.1 An inspection system covering all the services listed in Exhibit S, the Performance Requirements Summary. It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.

3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

3.3 A file of all inspections conducted by the CONTRACTOR and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the contract as set forth in *Contract, Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement.*

3.4 The methods for ensuring uninterrupted service to the Probation Department in the event of a strike of the COUNTY'S or the CONTRACTOR'S employees or any other unusual occurrence (i.e. power loss or natural disaster) which would result in the CONTRACTOR being unable to perform the contracted work.

3.5 The methods for assuring that confidentiality of juvenile records/ information is maintained while in the care of CONTRACTOR'S employees.

3.6 The methods for maintaining security of records, and the methods for preventing the loss or destruction of data.

4.0 QUALITY ASSURANCE PLAN

COUNTY or its agent will evaluate the CONTRACTOR'S performance under this contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all contract terms and performance standards. CONTRACTOR 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 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.

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

4.1 Performance Evaluation Meetings

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

4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule, or as required by COUNTY.

4.3 The COUNTY shall have the right to require any personnel assigned to the CONTRACTOR who, in the opinion of the COUNTY Program Manager, is unsatisfactory, will be removed and replaced by the CONTRACTOR within twenty-four (24) hours.

4.4 Monthly Self-Monitoring Reports

CONTRACTOR shall produce at the end of each month informational reports that indicate the level and type of services rendered for the Probation Department. The CONTRACTOR will forward this report to the COUNTY'S Program Manager by the 10th working day of the following month for which the services were rendered. Report format and content is subject to final COUNTY review and approval.

4.5 Contract Discrepancy Report (Exhibit R)

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

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

4.6 COUNTY Observations

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

5.0 DEFINITIONS

5.1 Acceptable Quality Level (AQL) - A measure to express the leeway or variance from a standard before County can apply damages as specified in *Exhibit S*. An AQL does not imply that the CONTRACTOR may knowingly perform in a defective way. It implies that County recognizes that defective performance sometimes happens unintentionally. It is required that the CONTRACTOR corrects all defects whenever possible. A variance from the AQL can result in a credit to County against the monthly charge for the CONTRACTOR'S service.

5.2 Adult/Juvenile Records - Personal and social history, including criminal information of adult and juvenile offenders. The records include legal documents and other information, which are confidential. The information is not to be discussed with, or disclosed to, unauthorized persons as defined by County.

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

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

5.5 CONTRACTOR Project Director -. The individual designated by the CONTRACTOR to administer the Contract operations after the contract award.

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

5.7 COUNTY Contract Monitor - Person with responsibility to monitor the contract. Responsibility for providing reports to COUNTY Contract Manager and COUNTY Program Manager.

5.8 COUNTY Program Manager - Person designed by COUNTY to manage the daily operations under this contract.

5.9 Enforcement - The COUNTY Contract Manager shall be responsible for the enforcement of this contract on behalf of the COUNTY and shall be assisted by those officers and employees of the COUNTY having duties in connection with the administration thereof. In the event the COUNTY commences legal proceedings for the enforcement of this contract of recovery of the premises used herein, the CONTRACTOR agrees to pay any sum, which may be awarded to the COUNTY and by the Court for attorney's fees and costs incurred in the action brought.

5.10 Facility Director - The Director(s) of Barry J. Nidorf Juvenile Hall and Court and Kenyon Sub-Office. He/she, or his/her designee will make the decisions for the facility.

5.11 Liquidated Damages - The monetary amount deducted from CONTRACTOR'S payment due to contract non-compliance and/or deficiencies in performance.

5.12 Mandatory Terms – The use of the terms “must” and “will” in this document are synonymous with “shall” and “mandatory”.

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

5.14 Quality Assurance Evaluator (QAE) – The County employee responsible for monitoring CONTRACTOR’S compliance with the contract.

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

5.16 Quality Control Program - All necessary measures taken by the CONTRACTOR to assure that the quality of service will meet the contract requirements regarding security, accuracy, timeliness, appearance,

completeness, consistency and conformity to the requirements set forth in the Performance Work Statement.

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

5.18 Subcontractor – Any person, entity, or organization to which the CONTRACTOR has delegated any of its obligations hereunder in accordance with Contract – Section 8.40 "Subcontracting".

5.19 User Complaint Report (UCR) - A report prepared by County personnel in order to inform the Quality Assurance Evaluator of incidents involving faulty performance by the CONTRACTOR.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

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

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

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

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

6.2 Furnished Items

COUNTY shall provide CONTRACTOR with no real property, materials, equipment and/or services necessary to operate this contract except as listed below:

6.2.1 COUNTY Provision of Utilities

6.2.1.1 On-Site Provisions

The COUNTY will provide all utilities to the facilities, including gas, electricity, and water. Use of COUNTY

telephones is prohibited except with written permission of Program Manager. In those instances, the CONTRACTOR must provide credit cards to his/her employees.

6.2.1.2 Off-Site Provisions

No utilities or telephones will be provided by the COUNTY to the CONTRACTOR if off-site facilities are used.

6.2.2 Office and Storage Facilities

COUNTY will provide storage facilities to the CONTRACTOR as determined by COUNTY. The storage facilities provided will be limited to the existing custodial closets in the specified buildings. The existing storage facilities are to be used by the custodial and related cleaning services at the specified buildings. The CONTRACTOR is prohibited from use of said office or storage facilities or any other COUNTY property for the conduct of his/her business interests that are not related to or required by each of the specified buildings.

6.2.3 Additional Provisions

The COUNTY may be requested to provide responsibility for cleaning of the parking lots, paper products/ supplies and/or regular exterminator services. For these reasons, COUNTY would like the cost for each of these services shown separately.

6.2.4 Maintenance by COUNTY

The COUNTY shall be responsible for maintaining fixed equipment including, but not limited to, plumbing, electrical, soap dispensers, etc. The CONTRACTOR shall inform the designated representative of any repairs required for these fixtures within 24 hours of their discovery.

6.2.5 Parking

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

CONTRACTOR

6.3 Project Director

6.3.1 The CONTRACTOR shall provide its own full-time officer or employee as Project Director and designate the person in the proposal. The Project Director or an approved alternate shall be assigned locally and available for telephone contact between 8:00 A.M. and 5:00 P.M., Monday through Friday, excluding COUNTY holidays. An answering service (or machine) is not acceptable. The Project Director shall provide overall management and coordination of contract services on the CONTRACTOR'S behalf, and shall act as the central point of contact with the Internal Services Department.

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

6.3.2 The Project Director must have a minimum of three (3) years demonstrated previous experience within the last five (5) years providing the contracted services.

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

6.3.4 The Project Director shall be available during normal weekday work hours, 8:00 A.M. to 5:00 P.M., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

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

6.3.6 COUNTY shall have the right of review and approval of the Project Director. COUNTY shall have the right of removal of the Project Director and any replacement recommended by CONTRACTOR.

6.4 Other CONTRACTOR Personnel

6.4.1 The CONTRACTOR shall be responsible for providing competent staff to fulfill the contract. COUNTY shall have the right to review and approve potential staff prior to assignment.

6.4.2 There must be a minimum of one (1) custodian who can speak fluent English assigned at all times while staff cleans each facility.

6.4.3 The CONTRACTOR shall ensure that by the first day of employment, all persons with access to juvenile records and arrest information, and Probation Department case information have signed an acknowledgment form regarding confidentiality that meets the standards of the Probation Department for COUNTY employees having access to confidential Criminal Offender Record Information (CORI). **CONTRACTOR shall retain original CORI form and forward a copy to COUNTY Contract Manager within five (5) business days of start of employment. *(Refer to* Exhibit Q*)***

6.4.4 The CONTRACTOR shall not employ any person twenty (20) years of age or younger for positions within the confines of a Probation facility.

6.4.5 Personnel provided by CONTRACTOR shall present a neat appearance and be properly attired.

6.4.6 CONTRACTOR must provide a thoroughly trained Manager, Supervisor or Lead Person. The Manager, Supervisor or Lead Person must be present during the first 30 minutes and last 30 minutes of each normal work shift, Monday through Friday. Supervisory or Lead Person coverage must be available on all shifts. The Supervisor or Lead person must be knowledgeable in all aspects of the custodial operation and must have access to the Manager during all hours of shift coverage, 365 days per year. The Program Manager and/or designee must have access to the Manager during all hours when there is no custodial coverage, 365 days per year.

The Manager/Supervisor and the management team must be acceptable to the Program Manager. A Manager or Supervisor must be assigned to each facility for the life of the contract. He will serve at the pleasure of the Program Manager or designee.

6.4.7 The Manager/Supervisor shall meet monthly, or as requested by COUNTY, with the Program Manager and other designated staff, including the COUNTY Contract Monitor and inspect the facilities to ensure the quality of the custodial services being performed. A summary report of their findings, including any deficiencies, will be prepared by the Program Manager and submitted to the CONTRACTOR for remedial action, and a copy will be provided to the Contract Development Section.

6.4.8 The Manager/Supervisor shall inspect the custodial operation at least weekly.

6.4.9 A committee consisting of at least two (2) persons hired by the CONTRACTOR, one of whom shall be the Manager/Supervisor and the appropriate ISD staff member(s) shall meet monthly, or as determined by COUNTY, to; (1) evaluate the custodial and related services program; and (2) to solve problems within a time frame designated by the Program Manager.

6.4.10 The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual. The CONTRACTOR shall be responsible for immediately removing and replacing within twenty-four (24) hours any employee from work on this contract, when reasonably requested to do so by the COUNTY Contract Manager.

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

6.4.12 Contractor shall be required to background check their employees as set forth in sub-paragraph 7.4 – Background & Security Investigations, of the Contract.

6.4.13 The CONTRACTOR shall submit a plan that describes and illustrates the type of uniform that shall be worn by all employees, supervisors, managers who shall enter the COUNTY facility to perform any work or services related to this project. The color of all shirts, sweatshirts, and jackets shall match and have the logo and or name of the CONTRACTOR’S company on the front and rear of each item. No gang colors (reds and blues) will be accepted.

6.4.14 <u>CONTRACTOR'S Security Requirements</u>

6.4.14.1 Employee security identification badges, including photograph and physical description of the subject employee, shall be provided by the CONTRACTOR at his expense. Such badge shall be displayed on CONTRACTOR'S employees at <u>all</u> times while he/she is within the confines of each facility.

6.4.14.2 CONTRACTOR'S employees are subject to reasonable dress codes when in the facility; may not bring visitors into the facility; may not bring in any

form of weapons or contraband; may not bring in any alcohol or drugs or be under the influence of alcohol/drugs; are subject to search; and must conduct themselves in a reasonable manner at all times.

6.4.14.3 CONTRACTOR must provide the Program Manager with a current list of employees and keep this list updated during the contract period.

6.4.14.4 CONTRACTOR shall immediately report to the Program Manager any accidents and/or loss of equipment, supplies, etc.

6.4.14.5 CONTRACTOR'S employees must enter and leave through only specified locations in the facilities to maintain a high level of security, as determined by the Program Manager or his/her designee.

6.4.14.6 CONTRACTOR will be assigned keys, as necessary, which cannot be duplicated, for specified facilities, and CONTRACTOR accepts full responsibility for said keys. CONTRACTOR shall acknowledge receipt of keys on a memorandum furnished by the COUNTY. Duplication of said keys is a misdemeanor (Penal Code of the State of California Chapter 3, Section 469).

CONTRACTOR shall reimburse COUNTY for any and all costs, as defined by COUNTY, incurred incident to loss of keys by CONTRACTOR'S employees, including, but not limited to, costs of re-keying locks at each facility, in accordance with Contract Section 8.26, "Liquidated Damages". Lost keys should be reported immediately to the Contract Manager or his/her designee.

6.4.14.7 CONTRACTOR'S employees are responsible for arming and disarming intrusion alarms when entering and exiting facilities having alarm systems. Instructions for such operation will be provided by the COUNTY.

CONTRACTOR'S employees will be required to Sign In and Out on the Visitor's Log; and the log will also serve to show the time and date(s) custodial staff

were in each facility. If an alarm system has been inappropriately armed, the Visitor's Log can be checked to see if the custodial staff is responsible for a false alarm because of failure to comply with instructions and liquidated damages will be assessed.

A log sheet will be provided at each facility listed in this RFP. All employees assigned by the CONTRACTOR to work in a Probation facility must sign in at the beginning of the work shift and indicate the time spent servicing the facility on that shift.

6.4.14.8 Facility keys must be attached to custodians at all times.

6.5 Contractor Furnished Items

The CONTRACTOR shall furnish all necessary personnel required to perform all services required by EXHIBIT A: STATEMENT OF WORK.

6.5.1 Supplies and Equipment

6.5.1.1 CONTRACTOR shall provide all the supplies, equipment, logs, cleaning chemicals, deodorizers, paper goods, plastic liners, etc., necessary to perform the services described herein, unless specified otherwise at time contract is to commence.

6.5.1.2 All materials required to perform this contract, and not otherwise mentioned as being provided by the COUNTY, shall be provided by the CONTRACTOR at his/her expense.

6.5.1.3 CONTRACTOR shall furnish all equipment necessary to fulfill this contract and to accomplish an acceptable and professional level of cleaning. The purchase and maintenance of all equipment to provide the needed services is the responsibility of the CONTRACTOR.

6.5.1.4 CONTRACTOR shall purchase, store and use environmentally and human friendly non-acid (including citric acid) cleaning products (soaps, multi-purpose degreasers, disinfectants, waxes, air fresheners, etc.) that are compatible with products used by COUNTY. COUNTY shall determine compatibility and approve CONTRACTOR’S products prior to their use.

6.6 CONTRACTOR Employee Acceptability

6.6.1 The CONTRACTOR shall be responsible for immediately removing and replacing within twenty-four (24) hours any employee from working on this contract, when reasonably requested to do so by the COUNTY Program Manager.

6.6.2 When personnel are needed for a job with public contact, the COUNTY Program Manager may, at his or her sole discretion, direct the CONTRACTOR to replace any of the custodial staff the COUNTY Program Manager determines is inimical to the public or Probation clientele during the performance of their job, or which otherwise made it inappropriate for such persons to be in contact with the public or probation clients.

6.7 Other CONTRACTOR Obligations

6.7.1 Employees of the CONTRACTOR must undergo an initial physical examination to assure no infectious disease exists before commencing work.

6.7.1.1 In addition, these employees must undergo an annual physical examination to assure no infectious disease exists before continuing work. CONTRACTOR shall refer to Standard Terms and Conditions and ensure compliance

6.7.1.2 All physical examinations shall be at CONTRACTOR'S expense and proof of compliance will be maintained by CONTRACTOR and available for inspection by the COUNTY

6.7.1.3 In lieu of an annual physical examination, CONTRACTOR may elect the following program:

a. Maintain a record of why each employee is absent.

b. If any absence due to illness is for five or more consecutive days, employee must present a statement from the attending physician defining the nature of the illness. If doctor's statement relates to any infectious disease, it must clearly state that employee can return to work.

c. A physical re-examination shall be required when an employee has 30 cumulative or consecutive days of illness in a 12-month period of time and the attending physician's documentation does not clearly indicate the employee is free to return to work. A worker with chronic recurrent illness will be subject to investigation and review of records by the COUNTY Occupational Health Services Medical Director. The Director's review is an evaluation only and does not include medical treatment, which is not a COUNTY responsibility

6.8 Contractor's Office

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

7.0 HOURS/DAYS OF WORK

7.1 Service Hours

The CONTRACTOR shall normally provide custodial services during the following service hours:

Daytime and nighttime cleaning shall be provided at Barry J. Nidorf Juvenile Hall and Court and during and after business hours at Kenyon Juvenile Justice Center Sub-Office. *(Refer to Exhibit A1)*

7.2 Recognized Holidays

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

7.3 Records of Hours of Services Provided

7.3.1 Each CONTRACTOR employee will record the time of arrival to and departure from the work location by signing in and out on an attendance log.

7.3.2 The CONTRACTOR and Program Manager will agree to hours worked by CONTRACTOR'S staff. In the event CONTRACTOR'S staff need to change hours worked, Program Manager must be notified and notify appropriate staff. However, any change in the hours/time cleaning is performed, must be mutually agreed to by County.

8.0 WORK SCHEDULES

8.1 CONTRACTOR shall submit for review and approval a work schedule for each facility to the COUNTY Facilities Director and a copy to the COUNTY'S Contract Manger within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

8.2 CONTRACTOR shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the COUNTY Program Manager and a copy to the COUNTY'S Contract Manger for review and approval within five (5) working days prior to scheduled time for work.

9.0 UNSCHEDULED WORK

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

10.0 PERFORMANCE REQUIREMENTS SUMMARY

10.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the Statement of Work (SOW), and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW

and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on CONTRACTOR.

10.2 A standard level of performance will be required of CONTRACTOR in the areas of education services. *Exhibit S* summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance to be used by the COUNTY, and liquidated damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in *Exhibit S*, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract. Failure of the CONTRACTOR to achieve this standard can result in an assessment of liquidated damages against CONTRACTOR'S monthly payment as determined by COUNTY.

10.3 When the CONTRACTOR'S performance does not conform to the requirements of this Contract, the COUNTY will have the option to apply the following non-performance remedies:

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

10.3.2 Reduce payment to CONTRACTOR by a computed amount based on the assessment fee(s) in the PRS.

10.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

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

This section does not preclude the COUNTY'S right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the *Contract, Standard Terms and Conditions, Sub-paragraph 8.42, Termination for Convenience.*

11.0 ADDITION/DELETION OF FACILITIES, CHANGES IN SERVICE

County reserves the right to add or delete Facilities, adjust staffing requirements and/or Facility operating hours during the Contract Term. All changes must be made in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Amendments, Sub-paragraph 8.1 Amendments.

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EXHIBIT A1

LOCATIONS AND SPECIFICATIONS

1. **BARRY J. NIDORF JUVENILE HALL and JUVENILE COURT**,
16350 Filbert Street, Sylmar, CA 91342.

Specific dues and responsibilities for custodial services at this location are provided as Exhibit A3.

Hours of operation
Juvenile Hall
Monday – Sunday
Open 24 Hours

Court
Monday – Friday
8:00 AM – 5:00 PM

Square Footage

Cement:	6,694 sq. ft.
Tile/Sheet Vinyl:	24,418 sq. ft.
Ceramic Tile:	1,785 sq. ft.
Brick Tile:	0 sq. ft.
Carpet:	7,769 sq. ft.
Sidewalk:	8,911 sq. ft.
Total Sq. Ft.	**49,577 sq. ft.**

Parking Lots: 86,536 sq. ft. (Structure) 54,000 sq. ft. (Exterior)

Paper Product Usage Approximate monthly use of Paper Products (cases)*

Paper Towels:	24 cases
Seat Covers:	3 cases
Toilet Tissue:	3 regular cases
	4 jumbo cases
Sm. Trash Liners:	6 cases
Lg. Trash Liners:	6 cases

Number of Lighting Fixtures: 895

Number of Refuse bins: 1 three cubic yard bin (daily pickup)

Number and Sizes of Windows

(20) 1' x 2'	(31) 2' x 5'	(91) 3' x 6'
(13) 1' x 3'	(40) 2' x 6'	(02) 3' x 8'
(03) 1' x 6'	(04) 3' x 3'	(02) 4' x 5'
(84) 2' x 3'	(89) 3' x 4'	(03) 5' x 6'
(36) 2' x 4'	(31) 3' x 5'	

Sky lights (12) 4' x 4' (03) 8' x 8'

Seven-day service (Monday through Sunday) is to be provided at Barry J. Nidorf Juvenile Hall on a schedule determined by the County Program Manager or his/her designee. A possible schedule may be Monday through Friday, twice a day (daytime and evening); and Saturday and Sunday, once a day in the evening.

Five-day service (Monday through Friday) is to be provided at the Barry J. Nidorf Juvenile Court on a schedule determined by the County Program Manager or his/her designee. A possible schedule may be once a day (late afternoon and/or early evening).

2. <u>KENYON JUVENILE JUSTICE CENTER SUB-OFFICE</u>,
7625 South Central Avenue, Los Angeles, 90001.

Specific dues and responsibilities for custodial services at this location are provided as Exhibit A2.

Hours of operation
Monday – Friday
8:00 AM – 6:00 PM

Square Footage

Tile:	3,953 sq. ft.
Ceramic Tile:	235 sq. ft.
Carpet:	168 sq. ft.
Sidewalk:	871 sq. ft.
Total Sq. Ft.	**5,227 sq. ft.**

Paper Product Usage Approximate monthly use of Paper Products (cases)*

Paper Towels:	2 cases
Seat Covers:	1 case
Toilet Tissue:	1 jumbo case
Sm. Trash Liners:	1 case
Lg. Trash Liners:	1 case

LOCATIONS AND SPECIFICATIONS

Number of Lighting Fixtures: 77

Five-day service (Monday through Friday) is to be provided at the David V. Kenyon Juvenile Justice Center Sub-Office on a schedule determined by the County Program Manager or his/her designee. A possible schedule may be once a day (late afternoon and/or early evening).

Actual usage could be greater or could be less during the term of the contract based upon operational consideration of the facility.

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SPECIFIC DUTIES AND RESPONSIBILITIES FOR CUSTODIAL SERVICES AT THE AREA OFFICES AND OTHER PROBATION LOCATIONS

All assignments are to be completed during the hours specified, with the possible exception of special events or "call back" for day meetings or emergencies.

Custodial services shall be maintained at a level that will provide an adequately clean, safe and sanitary environment for employees and the public, as required by State and County codes, and protect and preserve COUNTY assets.

Below are the minimum standards for the performance of each task designed to meet the above objectives. However, custodial service needs will vary from facility to facility. Because of such factors as heavy usage, building condition and work site environment, some facilities may require certain custodial operations performed with less or greater frequency than shown here in order to maintain an acceptable level of housekeeping and to adequately protect COUNTY property. The products used to perform the custodial operations shall be safe and employed according to the manufacturers' instructions.

All custodial services provided herein shall be performed consistent with applicable State and County health and safety regulations.

CARPET

1. Light vacuum all carpeted areas daily - vacuum thoroughly weekly.

2. To be spot cleaned daily.

3. To be shampooed every three (3) months or more often, at the request of the COUNTY Program Manager.

TILE

4. To be swept daily and buffed weekly.

5. To be mopped daily - to include cleaning of cove base mountings.

6. To be stripped, scrubbed and waxed every three (3) months, or more frequently if required by the facility(ies) due to high usage.

7. To be spray waxed and high speed buffed semi-monthly.

SPECIFIC DUTIES AND RESPONSIBILITIES FOR CUSTODIAL SERVICES AT THE AREA OFFICES AND OTHER PROBATION LOCATIONS

RESTROOMS

8. Toilet bowls to be cleaned inside and outside with soap and water, and a disinfectant - all plumbing fixtures to be cleaned daily.

9. All toilet bowls to be pumice stoned every three (3) months. All urinals' deodorant blocks and screens should be replaced as needed.

10. Sink and fixtures to be cleaned daily.

11. Walls and partitions to be cleaned weekly and removal of all graffiti daily.

12. All metal dispensers such as paper towel dispensers, sanitary napkin dispenser, toilet paper dispensers, and handicapped rails to be cleaned and polished daily.

13. Mirrors to be cleaned daily.

14. All necessary supplies such as toilet paper, hand towels, sanitary napkin dispenser, liquid hand soap, toilet seat covers to be replenished daily – sufficient supply to be provided until next servicing.

15. Trash receptacles to be emptied and sanitized daily - replace with plastic liners daily.

16. Floors to be mopped with soap and water plus a disinfectant cleaning solution daily.

KITCHEN (LUNCH) AREAS

17. Sink and plumbing fixtures to be cleaned daily.

18. Counter and surrounding areas to be cleaned daily.

19. Trash receptacles to be emptied and sanitized daily - replace with plastic liners daily.

20. Tables, chairs, cabinets and other fixtures are to be liquid cleaned with water and detergent daily.

21. Refrigerator, stove and other appliances (exterior surfaces) are to be cleaned daily.

SPECIFIC DUTIES AND RESPONSIBILITIES FOR CUSTODIAL SERVICES AT THE AREA OFFICES AND OTHER PROBATION LOCATIONS

22. Soap and hand towel dispensers to be filled daily.

23. The interior of refrigerator and microwave oven (not stove), drawers, and cupboards are to be cleaned weekly.

24. Walls, doors and kick plates to be spot cleaned weekly and removal of all graffiti as needed.

25. Floors to be swept and mopped daily, and buffed weekly.

26. Floors to be stripped, scrubbed, and waxed every three (3) months or more frequently if required by facility(ies) due to high usage.

27. Hand towels, soap to be replenished daily - must provide sufficient supplies until next servicing.

<u>LOBBY/OFFICE AREA AND CONFERENCE ROOMS</u>

28. Desks to be cleaned and polished (tops and sides) weekly.

29. Telephones (receiver and base of instrument) are to be cleaned daily with disinfectant.

30. Removal of all graffiti daily.

31. Water fountains to be sanitized and polished daily.

32. Door entrance glass to be cleaned inside and outside twice daily.

33. All metal such as frames, door handles, railings, etc. to be cleaned daily and polished weekly.

34. In stairwells, sweep stairs and landings and damp wipe handrails weekly. Damp mop uncarpeted stairs and landings, vacuum carpeted stairs and landings, and spot clean walls weekly.

35. Front entrance, door mats and surrounding areas to be swept daily.

36. Cigarette urns to be cleaned daily - fixtures polished daily - supply sand as needed.

SPECIFIC DUTIES AND RESPONSIBILITIES FOR CUSTODIAL SERVICES AT THE AREA OFFICES AND OTHER PROBATION LOCATIONS

37. Trash receptacles to be emptied and sanitized daily - replace with plastic liners daily.

38. Shelves, desks, file cabinets, bookcases and fixtures to be high and low dusted daily.

39. Table tops, counters, etc. to be cleaned daily and polished weekly.

40. All interior glass partitions, including entrance glass doors, (inside and outside) to be cleaned weekly and spot cleaned daily.

41. All windows six feet (6 ft.) high or less to be cleaned inside and outside weekly, or as needed.

42 All staff offices, desks, chairs, phones, etc. to be cleaned daily.

43. Upholstered furniture to be spot cleaned weekly and shampooed semi-annually.

44. Venetian blinds to be dusted weekly and cleaned semi-annually.

45. All window glass over six feet (6 ft.) in height to be cleaned semi-annually.

46. All baseboards to be cleaned monthly.

47. All lighting fixtures to be cleaned semi-annually, as deemed by the Program Manager.

    a. Remove and disassemble lighting fixtures and components, using ladders, scaffolding, hydraulic lifts, and catwalks.

    b. Wash, clean, and dry all types of glass, plastic, and metal lighting fixtures, both disassembled and those remaining in the ceiling.

    c. Clean lighting fixtures, using water, soaps, solvent, cleaning tanks, and degreasers.

    d. Notify the Program Manager of burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty lighting fixtures.

    e. Dust and clean ceiling vents.

    f. Clean all work areas after completion of duties.

SPECIFIC DUTIES AND RESPONSIBILITIES FOR CUSTODIAL SERVICES AT THE AREA OFFICES AND OTHER PROBATION LOCATIONS

BUILDING EXTERIORS (SIDEWALK AND PARKING LOT AREAS)

48. Due to water conservation efforts, outside area (walkways, building entrance, etc) and parking lots are to be vacuumed down one time per week.

49. Parking lots, walkways, and all adjacent areas of building to be picked up and swept daily, and parking lot trash receptacles must be emptied daily.

50. Refuse bins (dumpsters) are to be provided at each facility; and size of dumpster and frequency of rubbish service is specified in Exhibit A1, CONTRACTOR is to provide Program Manager with name and address of Rubbish Company to provide this service.

SPECIAL INSTRUCTIONS

51. Must use treated dust cloths.

52. Must furnish toilet paper (roll) - 2-ply, County standard, Crown 135-soft plus or equal.

53. Must provide liquid type hand soap for dispensers.

54. Must provide paper towels, minimum standard, roll type, C-fold 937 and single fold, manufactured by Crown Zellerback or equal.

55. Must furnish necessary deodorants and deodorizer batteries for all restrooms.

56. Supplies to be consistent throughout facilities.

57. Must provide special sealed disposable package for sanitary napkins (made to fit County dispensers).

58. CONTRACTOR must provide the Program Manager with a schedule for the following services: Carpet and Furniture Shampooing, Stripping and Waxing of floors, Window Cleaning (over 6 ft.), and Cleaning Lighting Fixtures.

59. All windows are to be cleaned with no inconvenience to County staff.

60. All trash receptacles must be cleaned of all debris daily.

61. All furniture is to be returned to a neat and orderly position after floors are cleaned. Conference room furniture is to be returned to its original position.

62. At the COUNTY'S option, CONTRACTOR is to provide pest extermination services by a company who pays its employees the current prevailing wage. These services may be required any day of the week and at any time during a twenty-four (24) hour period. Pest exterminator will be required to:

    a. Inspect facility and grounds as designated by COUNTY to locate, identify and eradicate infestations of pests, rodents, etc.

    b. Prepare and use poison bait, insecticides, and traps in infested areas.

    c. Rid of expired pests within two (2) hours of notification.

    d. Locate conditions conducive to infestation and develop and implement preventive pest control programs.

    e. Report to Program Manager damage to building structure from termites, pests, etc.

SPECIFIC DUTIES AND RESPONSIBILITIES FOR CUSTODIAL SERVICES AT THE JUVENILE HALL FACILITIES

All assignments are to be completed during the hours specified, with the possible exception of special events or "call back" for day meetings or emergencies.

Custodial services shall be maintained at a level that will provide an adequately clean, safe and sanitary environment for employees and the public, as required by State and County codes, and protect and preserve COUNTY assets.

Below are the minimum standards for the performance of each task designed to meet the above objectives. However, custodial service needs will vary from facility to facility. Because of such factors as heavy usage, building condition and work site environment, some facilities may require certain custodial operations performed with less or greater frequency than shown here in order to maintain an acceptable level of housekeeping and to adequately protect COUNTY property. The products used to perform the custodial operations shall be safe and employed according to the manufacturers' instructions.

All custodial services provided herein shall be performed consistent with applicable State and County health and safety regulations.

CARPET

1. Light vacuum all carpeted areas daily - vacuum thoroughly weekly.

2. To be spot cleaned daily.

3. To be shampooed every three (3) months or more often, at the request of the COUNTY Program Manager.

TILE

4. To be swept daily and buffed weekly.

5. To be mopped daily - to include cleaning of cove base mountings.

6. To be stripped, scrubbed and waxed every three (3) months, or more frequently if required by the facility (ies) due to high usage.

7. To be spray waxed and high speed buffed semi-monthly.

SPECIFIC DUTIES AND RESPONSIBILITIES FOR CUSTODIAL SERVICES AT THE JUVENILE HALL FACILITIES

RESTROOMS

8. Toilet bowls to be cleaned inside and outside with soap and water, and a disinfectant - all plumbing fixtures to be cleaned daily.

9. All toilet bowls to be pumice stoned every three (3) months. All urinals' deodorant blocks and screens should be replaced as needed.

10. Sink and fixtures to be cleaned daily.

11. Walls and partitions to be cleaned weekly and removal of all graffiti daily.

12. All metal dispensers such as paper towel dispensers, sanitary napkin dispenser, toilet paper dispensers, and handicapped rails to be cleaned and polished daily.

13. Mirrors to be cleaned daily.

14. All necessary supplies such as toilet paper, hand towels, sanitary napkin dispenser, liquid hand soap, toilet seat covers to be replenished daily - sufficient supply to be provided until next servicing.

15. Trash receptacles to be emptied and sanitized daily - replace with plastic liners daily.

16. Floors to be mopped with soap and water plus a disinfectant cleaning solution daily.

KITCHEN (LUNCH) AREAS

17. Sink and plumbing fixtures to be cleaned daily.

18. Counter and surrounding areas to be cleaned daily.

19. Trash receptacles to be emptied and sanitized daily - replace with plastic liners daily.

20. Tables, chairs, cabinets and other fixtures are to be liquid cleaned with water and detergent daily.

21. Refrigerator, stove and other appliances (exterior surfaces) are to be cleaned daily.

22. Soap and hand towel dispensers to be filled daily.

23. The interior of refrigerator and microwave oven (not stove), drawers, and cupboards are to be cleaned weekly.

24. Walls, doors, kick plates to be spot cleaned weekly and removal of all graffiti as needed.

25. Floors to be swept and mopped daily, and buffed weekly.

26. Floors to be stripped, scrubbed, and waxed every three (3) months or more frequently if required by facility(ies) due to high usage.

27. Hand towels, soap to be replenished daily - must provide sufficient supplies until next servicing.

<u>INFIRMARY</u>

28. 24 hours, 7 days a week operations

    1. General cleaning - evenings

    2. Sweep, mop and empty trash cans three (3) times daily:

        i. 7:00 a.m.
        ii. 1:30 p.m.
        iii. Evening - after 5:00 p.m.

    3. Requirement: One (1) day cleaning person. He/she will be placed on a schedule (Infirmary and other areas of the Administrative Building.)

    4. Tile/Sheet Vinyl floor to be swept and mopped daily with a disinfectant solution– to include cleaning of cove base.

    5. Tile floor to be buffed weekly.

    6. Tile floor to be stripped, scrubbed and waxed every three (3) months, or more frequently if required by the facility due to high usage.

    7. Corridor/Rooms

        (1) Light fixtures to be cleaned semi-annually.
        (2) All mirrors, windows and door entrance glass to each room to be cleaned inside and outside weekly.

(3) All metal such as frames, door handles, railings, etc. to be cleaned daily and polished weekly.
(4) Toilet bowls to be cleaned inside and outside with the appropriate cleaning solution and disinfectant–all plumbing fixtures to be cleaned daily–bowls to be pumice stoned every three (3) months.
(5) Sinks and fixtures to be cleaned and sanitized daily.
(6) Clean and sanitize stainless steel chair and table daily–polish weekly.
(7) Walls, doors and kickplates, bed frames and mattresses to be cleaned weekly.
(8) All necessary supplies such as toilet tissue and paper towels to be replenished daily.
(9) Trash receptacles to be emptied and sanitized daily–replace plastic liners daily.
(10) Entire room needs to be terminally cleaned and disinfected; including the bed after each minor is released.
(11) Shower area to be cleaned daily.
(12) Minor's waiting room walls and seats to be cleaned daily.

<u>COURT AREA</u>

(Judge Chambers, Court Rooms, Holding Tanks, Sheriff's Office, District Attorney's Office, Public Defenders' Office, and Intake Detention Center)

29. Vacuum and empty trash receptacles daily – replace with plastic liners daily.

30. Shelves, desks, file cabinets, bookcases and fixtures to be high and low dusted daily.

31. Tile floor to be swept and mopped daily with a disinfectant solution.

32. Tile floor to be buffed weekly.

33. Tile floor to be stripped, scrubbed and waxed every three (3) months, or more frequently if required by the facility due to high usage.

34. All interior glass partitions, including entrance glass doors, (inside and outside) to be cleaned weekly and spot cleaned daily.

35. All staff offices, desks, chairs, telephones (receiver and base of instrument) are to be cleaned daily with disinfectant.

36. Upholstered furniture to be spot cleaned weekly and shampooed semi-annually.

37. All metals such as frames, door handles, railings, etc. to be cleaned daily and polished weekly.

38. Dust and clean ceiling vents weekly.

39. Spot clean walls weekly.

LOBBY/OFFICE AREA AND CONFERENCE ROOMS

40. Desks to be cleaned and polished (tops and sides) weekly.

41. Telephones (receiver and base of instrument) are to be cleaned daily with disinfectant.

42. Removal of all graffiti daily.

43. Water fountains to be sanitized and polished daily.

44. Door entrance glass to be cleaned inside and outside twice daily.

45. All metal such as frames, door handles, railings, etc. to be cleaned daily and polished weekly.

46. In stairwells, sweep stairs and landings and damp wipe handrails weekly. Damp mop uncarpeted stairs and landings, vacuum carpeted stairs and landings, and spot clean walls weekly.

47. Front entrance, door mats and surrounding areas to be swept daily.

48. Cigarette urns to be cleaned daily - fixtures polished daily - supply sand as needed.

49. Trash receptacles to be emptied and sanitized daily - replace with plastic liners daily.

50. Shelves, desks, file cabinets, bookcases and fixtures to be high and low dusted daily.

51. Table tops, counters, etc. to be cleaned daily and polished weekly.

52. All interior glass partitions, including entrance glass doors, (inside and outside) to be cleaned weekly and spot cleaned daily.

53. All windows 6 ft. high or less to be cleaned inside and outside weekly, or as needed.

54. All staff offices, desks, chairs, phones, etc. to be cleaned daily.

55. Upholstered furniture to be spot cleaned weekly and shampooed semi-annually.

56. Venetian blinds to be dusted weekly and cleaned semi-annually.

57. All window glass over six feet (6 ft.) in height to be cleaned semi-annually.

58. All baseboards to be cleaned monthly.

59. All lighting fixtures to be cleaned semi-annually, as deemed by the Program Manager.

    a. Remove and disassemble lighting fixtures and components, using ladders, scaffolding, hydraulic lifts, and catwalks.

    b. Wash, clean, and dry all types of glass, plastic, and metal lighting fixtures, both disassembled and those remaining in the ceiling.

    c. Clean lighting fixtures, using water, soaps, solvent, cleaning tanks, and degreasers.

    d. Notify the Program Manager of burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty lighting fixtures.

    e. Dust and clean ceiling vents.

    f. Clean all work areas after completion of duties.

<u>BUILDING EXTERIORS (SIDEWALK AND PARKING LOT AREAS)</u>

60. Due to water conservation efforts, outside area (walkways, building entrance, etc) and parking lots are to be vacuumed down one time per week.

61. Parking lots, walkways, and all adjacent areas of building to be picked up and swept daily, and parking lot trash receptacles must be emptied daily.

62. Refuse bins (dumpsters) are to be provided at each facility; and size of dumpster and frequency of rubbish service is specified in Exhibit A1.

CONTRACTOR is to provide Program Manager with name and address of rubbish company to provide this service.

SPECIAL INSTRUCTIONS

63. Must use treated dust cloths.

64. Must furnish toilet paper (roll) - 2-ply, County standard, Crown 135-soft plus or equal.

65. Must provide liquid type hand soap for dispensers.

66. Must provide paper towels, minimum standard, roll type, C-fold 937 and single fold, manufactured by Crown Zellerback or equal.

67. Must furnish necessary deodorants and deodorizer batteries for all restrooms.

68. Supplies to be consistent throughout facilities.

69. Must provide special sealed disposable package for sanitary napkins (made to fit County dispensers).

70. CONTRACTOR must provide the Program Manager with a schedule for the following services: Carpet and Furniture Shampooing, Stripping and Waxing of floors, Window Cleaning (over 6 ft.), and Cleaning Lighting Fixtures.

71. All windows are to be cleaned with no inconvenience to Probation staff.

72. All trash receptacles must be cleaned of all debris daily.

73. All furniture is to be returned to a neat and orderly position after floors are cleaned. Conference room furniture is to be returned to its original position.

74. At the COUNTY'S option, CONTRACTOR is to provide pest extermination services by a company who pays its employees the current prevailing wage. These services may be required any day of the week and at any time during a twenty-four (24) hour period. Pest exterminator will be required to:

    a. Inspect facility and grounds as designated by COUNTY to locate, identify and eradicate infestations of pests, rodents, etc.

    b. Prepare and use poison bait, insecticides, and traps in infested areas.

c. Rid of expired pests within two (2) hours of notification.

d. Locate conditions conducive to infestation and develop and implement preventive pest control programs.

e. Report to Program Manager damage to building structure from termites, pests, etc.

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EXHIBIT B

PRICING SHEET
CUSTODIAL SERVICES AT BARRY J. NIDORF JUVENILE HALL AND COURT AND KENYON JUVENILE JUSTICE CENTER SUB OFFICE

FIXED RATE/FEE FOR THE REQUIRED SERVICES AS FOLLOWS:

AREA OFFICE	COST PER MO NTH (FULL CUSTODIAL)	COST PER MONTH (FULL CUSTODIAL W/O PARKING LOTS CLEANED)
BARRY J. NIDORF JUVENILE HALL AND COURT	$13,014.18	$12,825.35
KENYON JUVENILE JUSTICE CENTER SUB-OFFICE	$1,156.52	$1,156.52
AREA OFFICE	**EXTRA HOURS RATE**	**HOURLY RATE FOR EXTERMINATION SERVICES**
BARRY J. NIDORF JUVENILE HALL AND COURT	**$20.07 Per Hour**	**$80.00 Per Hour**
KENYON JUVENILE JUSTICE CENTER SUB-OFFICE	**$20.07 Per Hour**	**$80.00 Per Hour**

EXHIBIT C

LIVING WAGE PROGRAM
MODEL CONTRACTOR STAFFING PLAN

EXHIBIT 19 - CONTRACTOR STAFFING PLAN

COMPANY NAME	Diamond Contract Services, Inc.
COMPANY ADDRESS	2249 N. Hollywood Way, Burbank, CA 91504
PROJECT	Barry J. Nidorf Juvenile Hall and Court and Kenyon Juvenile Justice Center Sub Office
DEPARTMENT NAME	Probation Department

FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	ROVER(S)	WORK SCHEDULE	HOURS WORKED PER DAY	FULL TIME/ PART TIME	HEALTH INS. YES/NO	MON HOURS	TUE HOURS	WED HOURS	THU HOURS	FRI HOURS	SAT HOURS	SUN HOURS	COUNTY TOTAL HOURS	NON-CNTY TOTAL HOURS	HIRE DATE	TERM DATE
Barry J. Nidorf Hall /Court	TBD	Night Cleaner	NO	Mon-Fri	6	FULL TIME	YES	6	6	6	6	6			30	10	TBD	TBD
	TBD	Day Cleaner	NO	Mon-Fri	8	FULL TIME	YES	8	8	8	8	8			40		TBD	TBD
	TBD	Day Cleaner	NO	Mon-Fri	8	FULL TIME	YES	8	8	8	8	8			40		TBD	TBD
	TBD	Day Cleaner	NO	Sat-Sun	8	FULL TIME	YES						8	8	16	24	TBD	TBD
	TBD	Floorcare/Project	NO	Mon-Fri	4.50	FULL TIME	YES	4.50	4.50	4.50	4.50	4.50			22.5	17.5	TBD	TBD
Kenyon Juvenile Justice	TBD	Cleaner	NO	Mon-Fri	2	FULL TIME	YES	2	2	2	2	2			10	30	TBD	TBD
	TBD	Floorcare/Project	NO	Mon-Fri	0.75	FULL TIME	YES	0.75	0.75	0.75	0.75	0.75			3.75	36.25	TBD	TBD

CONTRACTOR'S EEO CERTIFICATION

Diamond Contract Services, Inc.
Contractor Name

2249 North Hollywood Way, Burbank, CA 91505
Address

95-4409183
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

DEREK C. SMITH
Authorized Official's Printed Name and Title

Authorized Official's Signature

6/6/12
Date

EXHIBIT E

COUNTY'S ADMINISTRATION

_____
CONTRACT NO.

COUNTY'S CONTRACT MANAGER:

Name:	Yolanda Young
Title:	Division Manager
Address:	1100 N Eastern Ave
	Los Angeles, CA 90063
Telephone:	(323) 267-3101
Facsimile	(323) 415-8664
E-Mail Address:	yyoung@isd.lacounty.gov

COUNTY'S PROGRAM MANAGER:

Name:	Laura Lambertson
Title:	Division Manager
Address:	1100 N Eastern Ave
	Los Angeles, CA 90063
Telephone:	(323) 267-3100
Facsimile	(323) 881-0132
E-Mail Address:	llambertson@isd.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name:	Wendy Rivera
Title:	Contract Analyst
Address:	1100 N. Eastern Ave., 1st Floor,
	Los Angeles CA 90063
Telephone:	(323) 267-2483
Facsimile	(323) 415-8664
E-Mail Address:	wrivera@isd.lacounty.gov

COUNTY'S CONTRACT MONITOR:

Name:	Harry Moy
Title:	Facilities Contract Manager
Address:	1100 N Eastern Ave
	Los Angeles, CA 90063
Telephone:	(323) 264-2557
Facsimile	(323) 415-6877
E-Mail Address:	hmoy@isd.lacounty.gov

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

Diamond Contract Services, Inc.

CONTRACTOR'S NAME

_____

CONTRACT NO.

CONTRACTOR'S PROJECT DIRECTOR:

Name:	Russell Richey
Title:	Vice president of Operations
Address:	2249 North Hollywood Way
	Burbank, CA 91505
Telephone:	(818) 565-3554
Facsimile	(818) 565-3556
E-Mail Address:	rrichey@diamondcontract.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:	Derek C. Smith
Title:	President/CEO
Address:	2249 North Hollywood Way
	Burbank, CA 91505
Telephone:	(818) 565-3554
Facsimile	(818) 565-3556
E-Mail Address:	dsmith@diamondcontract.com

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name:	Derek C. Smith
Title:	President/CEO
Address:	2249 North Hollywood Way
	Burbank, CA 91505
Telephone:	(818) 565-3554
Facsimile	(818) 565-3556
E-Mail Address:	dsmith@diamondcontract.com

EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that **Diamond Contract Services, Inc.** is my sole employer for purposes of this employment.

I rely exclusively upon **Diamond Contract Services, Inc.** for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

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

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer **Diamond Contract Services, Inc.** and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: _____

DATE: 6/6/12

NAME: Derek C. Smith
Print

Original must be signed by each employee by first day of employment and must be retained by CONTRACTOR(s)

Copy must be forwarded by CONTRACTOR(s) to County Worker's Compensation Division with the Los Angeles County Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010, within five (5) business days.

EXHIBIT G1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME **Diamond Contract Services, Inc.** 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: 6/6/12

PRINTED NAME: DEREK C. SMITH

POSITION: PRES / CEO

EXHIBIT G2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name **Diamond Contract Services, Inc.** 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: 6/6/12

PRINTED NAME: DEREK C. SMITH

POSITION: PRES/CEO

EXHIBIT G3

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Chapter 2.203 CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

2.203.020 Definitions.

2.203.030 Applicability.

2.203.040 Contractor Jury Service Policy.

2.203.050 Other Provisions.

2.203.060 Enforcement and Remedies.

2.203.070 Exceptions.

2.203.090 Severability.

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 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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

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

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

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

2.203.070. Exceptions.

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

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

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

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

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

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

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

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

2.203.090. Severability.

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

EXHIBIT I

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following Website:

www.babysafela.org

EXHIBIT I

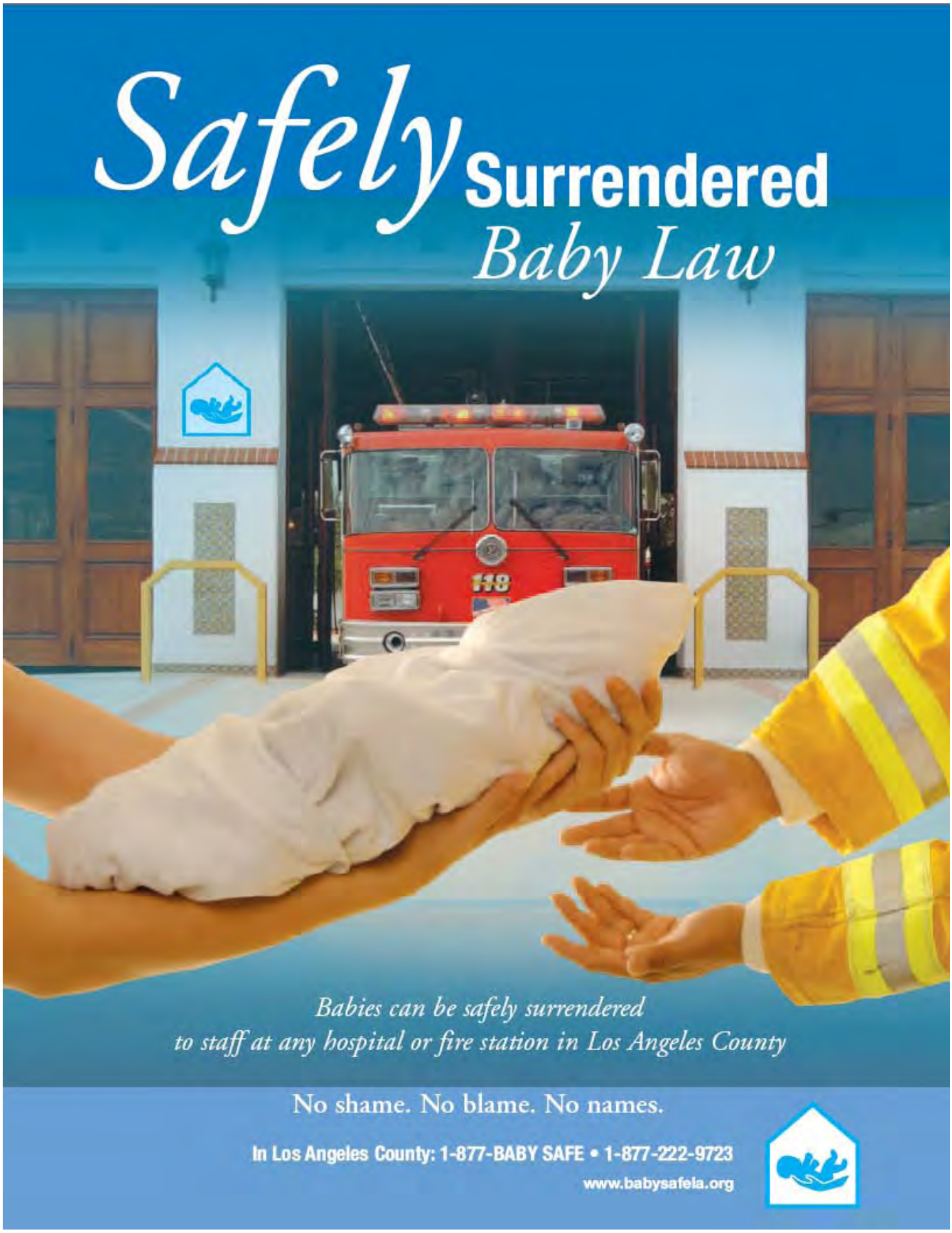
Safely Surrendered
Baby Law
Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBIT I

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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

EXHIBIT I

Ley de Entrega de Bebés
Sin Peligro
118
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBIT I

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

2.201.010 Findings.

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

2.201.020 Definitions.

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

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

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

C. "Employer" means:

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

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

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

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

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

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

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

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

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

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

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

2.201.050 Other provisions.

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

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

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

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

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

2.201.060 Employer retaliation prohibited.

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

2.201.070 Employee retention rights.

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

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

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

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

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

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

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

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

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

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

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

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

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

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

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

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

2.201.090 Exceptions.

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

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

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

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

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

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

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

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

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

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

2.201.100 Severability.

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

Exhibit K

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

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

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

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggre-- gate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate $ Health Benefits Paid (16+18)
		1	2	3	4	5						
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	Total (This Page)											
Print Authorized Name:	Grand Total (All Pages)											

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

EXHIBIT L

COUNTY OF LOS ANGELES

LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

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

Do hereby state:

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

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

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

ending the _____ day of _____ all persons employed on said work site

(Calendar day of Month) (Month and Year)

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

(Company Name)

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

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

   A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

      □ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

   B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

      □ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

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

EXHIBIT M

GUIDELINES FOR ASSESSMENT OF PROPOSER
LABOR LAW/PAYROLL VIOLATIONS

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

Assessment Criteria

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

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

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

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

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

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

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

Therefore, the parties agree as follows:

1.0 DEFINITIONS

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

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

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

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

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

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

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

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

1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

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

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

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

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

(i) Use Protected Health Information; and

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

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

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

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

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

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

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

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

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

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

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

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

3.0 OBLIGATION OF COVERED ENTITY

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

4.0 TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

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

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

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

(c) If either termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information upon Termination or Expiration

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

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

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

5.0 MISCELLANEOUS

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

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

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

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

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

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

Chapter 5.09 SEXUAL HARASSMENT POLICY

5.09.010 Sexual harassment prohibited.

5.09.020 Sexual harassment defined.

5.09.030 Responsibilities of county personnel.

5.09.010 Sexual harassment prohibited.

Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. It is the policy of the county of Los Angeles that sexual harassment is unacceptable and will not be tolerated. It is improper and against this policy for a county officer or employee to ask for or receive sexual favors from another county employee or prospective employee in return for or as a condition of county employment, promotion, job retention, a particular job or duty assignment, or any other action relating to county employment. It shall be the policy of the county of Los Angeles to:

A. Dissuade such practices through communication, training and other appropriate methods that will sensitize employees and all persons involved with the county work force concerning sexual harassment issues;

B. Investigate all observed or reported instances of sexual harassment, and take appropriate corrective action, including disciplinary action, when warranted;

C. Provide an internal complaint process for employees who experience or witness a violation of the sexual harassment policy which will protect employee confidentiality to the extent legally permissible, shield the individual from retaliation, and allow for appropriate corrective action. (Ord. 94-0074 § 2 (part), 1994.)

5.09.020 Sexual harassment defined.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

A. Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or

B. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or

C. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment. (Ord. 94-0074 § 2 (part), 1994.)

5.09.030 Responsibilities of county personnel.

A. County employees: All county employees are responsible for assuring that sexual harassment does not occur in the Los Angeles County work environment. Any employee who believes that she or he has been the object of or has been affected by sexual harassment in county work situations, or who is aware of an occurrence of sexual harassment, should report any such action or incidents to his or her supervisors, department head, departmental affirmative action coordinator or the county's affirmative action compliance officer so that the matter can be promptly investigated and appropriate corrective action considered.

B. Department heads: Each department head shall be responsible for promoting a work environment free from sexual harassment in his or her department. Each department head shall personally acknowledge his or her commitment to the county's sexual harassment policy by assuring that:

    1. The county's sexual harassment policy is disseminated to every employee in the department;

    2. All managers and supervisory personnel are held accountable for complying with the county's sexual harassment policy; and

    3. A process for promptly responding to and resolving sexual harassment complaints within the department is in place and is communicated to all employees.

C. Managers and supervisory personnel: Managers and supervisory personnel are responsible for the prevention and correction of sexual harassment occurrences in their areas of responsibility. Managers and supervisory personnel at all levels are responsible for:

    1. Ensuring that all employees in their areas of responsibility are aware of the county's sexual harassment policy;

    2. Ensuring that all personnel decisions are made in accordance with this policy; and

    3. Implementing and/or recommending immediate and appropriate corrective action when warranted.

D. Office of Affirmative Action Compliance (OAAC): The OAAC is responsible for the following:

1. Educating managers, supervisors and employees, and informing them of their rights and responsibilities under the county's sexual harassment policy;

2. Developing processes for conducting investigations of alleged violations and advising management on corrective actions when such actions appear to be warranted;

3. Investigating employee complaints of sexual harassment when filed with the OAAC;

4. Responding to charges of sexual harassment filed by county employees with state and federal enforcement agencies; and

5. Investigating, at the request of a department head, employee complaints of sexual harassment or complaints of other types of employment discrimination, harassment or related misconduct prohibited by federal or state law, or County ordinance, policy, or departmental regulation. (Ord. 2003-0040 § 1, 2003: Ord. 94-0074 § 2 (part), 1994

A copy of this completed document must be forwarded to the Los Angeles County Contract Manager within five (5) business days of start of employment. All staff assigned/working under the contract must complete a Sexual Harassment/Discrimination/Retaliation Prohibited form. Please forward a copy as follows:

County of Los Angeles Internal Services Department
Attn: Contracting Division, General Contracts Section
1100 N. Eastern Ave., 1st Floor
Los Angeles, CA 90063

Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment

The County of Los Angeles has a policy that sexual harassment is unacceptable and will not be tolerated. In addition, the County of Los Angeles has a policy that individuals should be educated and informed of their rights and responsibilities. Based upon the existence of a contract, all Contractors' employees assigned under the contract shall receive sexual harassment training and be familiar with policies and reporting procedures. Such training shall be provided by the contractor and shall include the following at a minimum:

1. Definition of Sexual Harassment
2. Definition of Discrimination
3. Definition of Retaliation
4. Their Rights
5. Their Responsibilities
6. Procedure for Reporting Discrimination/Harassment/Retaliation with the Contractor
7. Procedure for Filing a Complaint of Discrimination/Harassment/Retaliation with the Contractor

I have read and understand that as an employee of **Diamond Contract Services, Inc.** assigned under the contract that I **must** receive the above referenced training. I _____ hereby confirm that I have received such training and information on _____, 20_____.

NAME (PRINT):	
POSITION:	
SIGNATURE:	DATE:

Title 2 ADMINISTRATION
Chapter 2.206.010 through 2.206.080
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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 § 1 (part), 2009.)

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

Company Name:	**Diamond Contract Services, Inc.**				
Company Address:	**2249 North Hollywood Way**				
City:	**Burbank**	State:	**CA**	Zip Code:	**91505**
Telephone Number:	**(818) 565-3554**	Email Address:	**dsmith@diamondcontract.com**		
Solicitation/Contract For	**Custodial**	Services:			

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

_____

_____

_____

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

Print Name:	DEREK C. SMITH	Title:	PRES / CEO
Signature:		Date:	6/6/12

EXHIBIT Q

CONFIDENTIALITY OF CORI INFORMATION

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

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

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

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

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

_____
Signature

_____
Name (Print)

_____
Title

_____
Date

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

EXHIBIT R

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

_____ _____

County Representative's Signature Date

_____ _____

Contractor Representative's Signature Date

.....

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

This Performance Requirements Summary (PRS) Chart lists the required services which will be monitored by the COUNTY during the term of this contract; the required standard of performance; the maximum deviation from the Acceptable Quality Level Standards (AQLS) which can occur before damages can be assessed; the method of COUNTY surveillance; and the liquidated damages for not meeting the AQLS.

Quality Assurance

On an on-going basis, CONTRACTOR performance will be compared to the contract standards.

County may use a variety of inspection methods to evaluate the CONTRACTOR'S performance. The methods of surveillance, which may be used, but not limited to, are:

User and/or Staff Complaints
Random Inspections
Random and/or Judgmental Samplings

Criteria for Acceptance and Unacceptable Performance

Performance of a required service is considered acceptable when it meets the AQLS as set forth in *Exhibit S*. When the performance does not meet this standard, the CONTRACTOR will be notified promptly of any performance variances identified.

When an instance of unacceptable performance comes to the attention of County personnel, a User Complaint Form (UCR) may be filled out and forwarded to the Quality Assurance Evaluator. The complaint will be investigated, if necessary, and may be brought to the attention of the CONTRACTOR.

The CONTRACTOR shall be required to explain, in writing, within ten (10) calendar days of date of notice when performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented. CONTRACTOR will pay COUNTY for liquidated damages as provided herein.

The assessment of monetary damages against the CONTRACTOR for unacceptable services shall be calculated as shown on the Performance Requirement Summary (PRS) Chart.

Liquidated Damages

Periodically, the CONTRACTOR'S performance will be evaluated comparing service (as stated in the Performance Work Statement) with the AQL'S, using the method of surveillance. If the CONTRACTOR'S performance falls below the AQLS, liquidated damages shall be paid by CONTRACTOR as set forth in *Exhibit S.*

The CONTRACTOR will be notified promptly of any performance variance identified.

Corrective Action

The CONTRACTOR shall be required to immediately correct those activities found by County to be unacceptably performed at no additional cost to COUNTY.

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EXHIBIT S

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART CUTODIAL SERVICES				
REQUIRED SERVICE	**STANDARD**	**MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)**	**METHOD OF SURVEILLANCE**	**DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL**
Provide carpet and furniture shampooing and stripping and waxing floors, window cleaning (over 6 ft.) and cleaning lighting fixtures (Exhibits A1 and A2)	100% Within 30 days after award of contract; yearly thereafter for term of contract.	0%	-Schedule document -100% and/or Random Inspections -Random and/or Judgmental Samplings -User and/or Staff Complaints	Up to $100 per facility.
Spot clean and vacuum carpets (Exhibits A1 and A2)	100%	5%	-User and/or Staff Complaints -100% and/or Random Inspections	Up to 5% of monthly contract rate for that individual facility.
Shampoo carpets and upholstered furniture (Exhibits A1 and A2)	100% Semi-annually	½ %	-Schedule document -User and/or Staff Complaints -100% and/or Random Inspections	Up to 10% of monthly contract rate for that individual facility.
Sweep, mop and buff floors and tile (Exhibits A1 and A2)	100%	5%	-User and/or Staff Complaints -100% and/or Random Inspections	Up to 5% of monthly contract rate for that individual facility.
Strip, scrub and wax floors and tile (Exhibits A1 and A2)	100% Quarterly (or more frequently due to high usage)	1%	-User and/or Staff Complaints -100% and/or Random Inspections	Up to 10% of monthly contract rate for that individual facility.
Spray wax and high speed buff floors and tile (Exhibits A1 and A2)	100% Semi-annually	½ %	-Schedule document -User and/or Staff Complaints -100% and/or Random Inspections	Up to 10% of monthly contract rate for that individual facility.
Clean <u>all</u> areas within restrooms and kitchen areas (Exhibits A1 and A2)	100%	0%	-User and/or Staff Complaints -100% and/or Random Inspections	Up to 20% of monthly contract rate for that individual facility.

EXHIBIT S

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART CUTODIAL SERVICES				
REQUIRED SERVICE	**STANDARD**	**MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)**	**METHOD OF SURVEILLANCE**	**DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL**
Clean all areas within restrooms and kitchen areas (Exhibits A1 and A2)	100%	0%	-User and/or Staff Complaints -100% and/or Random Inspections	Up to 20% of monthly contract rate for that individual facility.
Clean all lobby/office areas and conference rooms (Exhibits A1 and A2)	100%	5%	-User and/or Staff Complaints -100% and/or Random Inspections	Up to 10% of monthly contract rate for that individual facility.
Provide sufficient supplies for all restrooms and kitchen areas (Exhibits A1 and A2)	100%	1%	-User and/or Staff Complaints -100% and/or Random Inspections	Up to 20% of monthly contract rate for that individual facility.
Clean all areas within infirmary (Exhibits A3)	100%	5%	-User and/or Staff Complaints 100% and/or Random Inspections	Up to 5% of monthly contract rate for that individual facility.
Clean inside/outside all glass windows 6 ft in height or less (Exhibits A1 and A2)	100%	1%	-User and/or Staff Complaints -100% and/or Random Inspections	Up to 5% of monthly contract rate for that individual facility.
Clean inside/outside all glass windows over 6 ft. in height and Venetian blinds (Exhibits A1 and A2)	100% Semi-annually	1%	-User an/or Staff Complaints -100% and/or Random Inspections	Up to 10% of monthly contract rate for that individual facility.
Clean lighting fixtures (Exhibits A1 and A2)	100% Semi-annually	1%	-User and/or Staff Complaints -100% and/or Random Inspections	Up to 10% of monthly contract rate for that individual facility.
Clean (pickup, sweep, vacuum) parking lots and all sidewalk areas, and provide necessary refuse bin(s) (Exhibits A1 and A2)	100%	5%	-User and/or Staff Complaints -100% and/or Random Inspections	Up to 5% of monthly contract rate for that individual facility.
Clean (pickup, sweep, vacuum) parking lots and all sidewalk areas, and provide necessary refuse bin(s) (Exhibits A1 and A2)	100%	5%	-User and/or Staff Complaints -100% and/or Random Inspections	Up to 5% of monthly contract rate for that individual facility.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART CUTODIAL SERVICES				
REQUIRED SERVICE	**STANDARD**	**MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)**	**METHOD OF SURVEILLANCE**	**DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL**
Clean (pickup, sweep, vacuum) parking lots and all sidewalk areas, and provide necessary refuse bin(s) (Exhibits A1 and A2)	100%	5%	-User and/or Staff Complaints -100% and/or Random Inspections	Up to 5% of monthly contract rate for that individual facility.
Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the contract are met. (Statement of Work (SOW))	100% Adhere to County requirements	0%	- User and/or Staff Complaints - Random Inspections	Up to $100 per employee per occurrence.
No personnel employed by Contractor or Subcontract for this service, having access to County information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this service is approved in writing by County. Exhibit A (SOW), 6.4.6.1)	100% Adhere to County requirements	0%	- User and/or Staff Complaints - Random Inspections	Up to $100 per employee per occurrence.
Personnel assigned to provide service under this contract shall be fingerprinted and cleared prior to employment. (Exhibit A (SOW), 6.4.6.6)	100% Adhere to County requirements	0%	- User and/or Staff Complaints - Random Inspections	Up to $100 per employee per occurrence.
Employee Benefits (Contract)	100% Adhere to County requirements	0%	-100% and/or Random Inspections -Random and/or Judgmental Samplings	Up to $100 per employee per occurrence.
Monthly Self-Monitoring Report (Statement of Work)	100% Completed monthly reports on time	4%	-User and/or Staff Complaints -100% and/or Random Inspections -Random and/or Judgmental Samplings	Up to $50 per occurrence.

EXHIBIT S

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART CUTODIAL SERVICES				
REQUIRED SERVICE	**STANDARD**	**MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)**	**METHOD OF SURVEILLANCE**	**DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL**
Monthly Self-Monitoring Report (Statement of Work)	100% Completed monthly reports on time	4%	-User and/or Staff Complaints -100% and/or Random Inspections -Random and/or Judgmental Samplings	Up to $50 per occurrence.
Contractor shall reimburse County for record check (Exhibit A (SOW), 6.4.6.7)	100% Completed monthly report	0%	- User and/or Staff Complaints - Random Inspections	Up to $100 per employee per occurrence.
Contractor in compliance with Standard Terms and Conditions (Contract)	100% Adhere to County requirements	0%	-User and/or Staff Complaints -100% and/or Random Inspections -Random and/or Judgmental Samplings	Up to $50 per occurrence.

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2011)

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 2011 are less than $49,078 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, 2012.

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 2011 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 2011 and owes no tax but is eligible for a credit of $829, he or she must file a 2011 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 tax return.

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

ATTACHMENT II

PROBATION DEPARTMENT 2011-12
Prop A Review - Custodial Services at
Barry J. Nidorf Juvenile Hall and Court and Kenyon Juvenile Justice Center Sub Office
Comparison of County's Estimated Avoidable Costs to Contractor's Costs

COUNTY COSTS

Direct Costs

Salaries -

Classification	Monthly 5th Step Salary	No. of Positions	No. of Months	Total
Cleaning Personnel (Day)	2,541.82	4.0	48	122,007.36
Floorcare / Project Personnel	2,541.82	1.0	12	30,501.84
				-
	Subtotal			152,509.20
	Add: Cost of Living Adjustment (COLA) 0.00%		(1)	-
	Add: Night Shift Bonus		(2)	1,146.60
	Add: Bonus Allowance		(2)	1,500.00
	Less: MAPP			-
	Less: 5th Step Salary Savings		(3)	(2,662.35)
	Total Direct Salaries			152,493.45
Employee Benefits			(4)	71,802.00
	Total Salaries & Employee Benefits			224,295.44
Services & Supplies			(5)	24,107.04
Indirect Costs (Overhead and Supervision)			(6)	9,140.66
	Total Estimated Avoidable Costs			257,543.14

CONTRACTING COSTS

Direct Costs

Contract costs	160,269.50
Indirect Costs	9,778.90
Total Contract Costs	170,048.40
Estimated Savings from Contracting (Avoidable Costs less Contract Costs)	87,494.74
Percent of Savings	33.97%

ATTACHMENT III

EMPLOYEE BENEFITS

NOTE: Please see our CIGNA HealthCare Benefits Plus Plan for an explanation of benefits ATTACHED IN BUSINESS PROPOSAL.

Medical Insurance/Health Plan:

Employer Pays $ 2.20 per hour Employee Pays $ 0 Total Mo. Premium $ 0

Annual Deductible
Employee $ 0 Family $ 0

Coverage (√)

- X Hospital Care (In Patient X Out Patient X)
- X X-Ray and Laboratory
- X Surgery
- X Office Visits
- X Pharmacy
- X Maternity
- X Mental Health/Chemical Dependency, In Patient
- X Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays $ 2.20 per hour Employee Pays $ 0 Total Mo. Premium $ 0

Life Insurance:

Employer Pays $ 0 Employee Pays $ 0 Total Mo. Premium $ 0

Vacation: 5 days after 1 year, 10 days after 3 years, 15 days after 6 years (max) After working 1 year on a full time basis or 30 hours per week.

Number of Days _____ and

Any increase after see above years of employment, number of days or hours _____

Sick Leave:

Number of Days 0 and

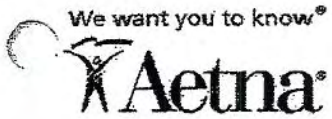
Any increase after _____ years of employment, number of days or hours _____

Holidays:

Number of Days 7 per year

Retirement:

Employer Pays $ 0 Employee Pays $ _____ Total Premium $ _____



Diamond Contract Services, Inc.
Plan L 2.20

Plan design and benefits provided by Aetna Life Insurance Company (Aetna)

Unless otherwise indicated, all benefits and limitations are per covered person. Where a benefit is expressed as a percentage, the lower of the negotiated charge(s) will be the basis of payment.

IMPORTANT DISCLOSURE: This plan has a number of specific limits and other restrictions on visits, services and/or the dollar amounts covered under the plan in addition to the overall dollar limit of the policy. Once these limits have been reached, the plan will not pay any more towards the cost of the service in question and you will be responsible for the remaining unpaid charges or expenses. This Benefits Summary explains these visit and service limits, the overall annual benefit maximum, and other cost sharing features of your plan. Please read it carefully so that you understand the limits to what the plan will pay before you enroll.

Aetna will pay benefits only for expenses incurred while this coverage is in force, and only for the medically necessary treatment of injury or disease. The coverage displayed in this Benefits Summary reflects certain mandate(s) of the state in which this policy was written. However, certain federal laws or other mandate(s) in the state you live and/or work could also effect how this coverage pays.

Group limited benefit medical coverage is not available if you live and work in New Hampshire. This limited health plan does not meet Massachusetts Minimum Creditable Coverage standards.

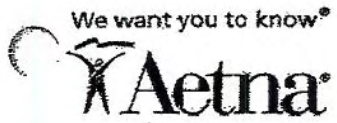
How the Plan Works

The plan will pay a benefit amount up to the daily and annual maximums. This plan is not a major medical plan and does not have a coordination of benefits provision. Benefits under this plan are in addition to the benefits available to you under any other plan you may have.

There are three different Classes of Benefits. Under each Class of Benefits, you and your eligible dependents will receive all of the types of benefits shown below. However, the Class of Benefits for which you are eligible determines the amount that will be paid for each type of benefit. The Class of Benefits for which you are eligible is determined based on the number of hours worked or paid during each qualifying month :

Hours of Work Credit	Class of Benefits
1 - 90	I
91 - 130	II
131 & Over	III

The Class of Benefits for which you are eligible may change from month to month depending upon the hours worked or paid for by your employer each month. If your hours fluctuate from month to month, so will your level of benefits.



Diamond Contract Services, Inc.
Plan L 2.20

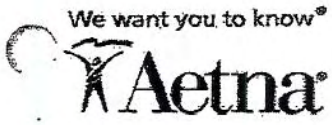
Plan design and benefits provided by Aetna Life Insurance Company (Aetna)

Unless otherwise indicated, all benefits and limitations are per covered person. Where a benefit is expressed as a percentage, the lower of the negotiated charge(s) will be the basis of payment.

The Benefits Plus Plan provides each covered person with a set amount of benefit dollars for specified services. Some benefits include a plan year maximum which means that your benefit amounts will start over every April 1. The Benefits Plus Plan pays up to the benefit maximums. This means that if charges are less than the stated benefit amount for a service, the Plan will pay "up to" the discounted charges.

Benefits Plus Plan

Plan Features	Class I Benefits 1 to 90 Hours	Class II Benefits 91 to 130 Hours	Class III Benefits 131+ Hours
Medical Outpatient			
Physician Office Visit			
Per Visit Benefit	$55	$65	$75
Annual Number of Visits	12	12	12
Outpatient Diagnostic X-Ray & Laboratory			
Daily Benefit	$140	$140	$140
Annual Number of Visits	10	10	10
Outpatient Wellness Benefit			
General Health Exam	$125	$125	$125
Routine X-Ray	$140	$140	$140
Routine Laboratory	$140	$140	$140
Immunizations per Visit Benefit (Children Under 18)	Plan pays 100% of eligible charges	Plan pays 100% of eligible charges	Plan pays 100% of eligible charges
Outpatient Surgical Facility Benefit			
Maximum Benefit per Surgical Occurrence	$700	$820	$940



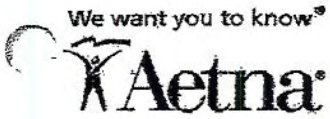
Diamond Contract Services, Inc.
Plan L 2.20

Plan design and benefits provided by Aetna Life Insurance Company (Aetna)

Unless otherwise indicated, all benefits and limitations are per covered person. Where a benefit is expressed as a percentage, the lower of the negotiated charge(s) will be the basis of payment.

Benefits Plus Plan

Plan Features	Class I Benefits 1 to 90 Hours	Class II Benefits 91 to 130 Hours	Class III Benefits 131+ Hours
Prescription Drug Benefit			
Annual Maximum of Prescriptions	22	26	29
Plan will pay up to Per Prescription	$40	$40	$40
Prescription Discount	Included	Included	Included
Oral Contraceptives	Included	Included	Included
Medical Inpatient			
In-Hospital Services *(Room and Board & Other hospital services)*			
Maximum benefit per confinement	$31,500	$36,900	$42,300
Maximum benefit per day of confinement	$700	$820	$940
Maximum number of days per confinement	45 days	45 days	45 days
Intensive Care Services			
Maximum benefit per confinement	$47,250	$55,350	$63,450
Maximum benefit per day of confinement	$1,050	$1,230	$1,410
Maximum number of days per confinement	45 days	45 days	45 days
Inpatient Routine Newborn Nursery Care			
Maximum benefit per confinement	$11,250	$11,250	$11,250
Maximum benefit per day of confinement	$250	$250	$250
Maximum number of days per confinement	45 days	45 days	45 days



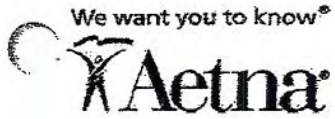
Diamond Contract Services, Inc.
Plan L 2.20

Plan design and benefits provided by Aetna Life Insurance Company (Aetna)

Unless otherwise indicated, all benefits and limitations are per covered person. Where a benefit is expressed as a percentage, the lower of the negotiated charge(s) will be the basis of payment.

Benefits Plus Plan

Plan Features	Class I Benefits 1 to 90 Hours	Class II Benefits 91 to 130 Hours	Class III Benefits 131+ Hours
Inpatient or Outpatient Services			
Surgical Benefit Annual Maximum	$10,400	$14,500	$18,300
Anesthesia Benefit Annual Maximum	$2,600	$3,600	$4,600
Accident Benefit Maximum Per Accident	$940	$1,125	$1,300



Diamond Contract Services, Inc.
Plan L 2.20

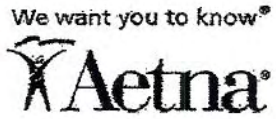
Plan design and benefits provided by Aetna Life Insurance Company (Aetna)

Unless otherwise indicated, all benefits and limitations are per covered person. Where a benefit is expressed as a percentage, the lower of the negotiated charge(s) will be the basis of payment.

Benefits Plus Plan - Other included coverage

Plan Features	Class I Benefits 1 to 90 Hours	Class II Benefits 91 to 130 Hours	Class III Benefits 131+ Hours
Additional Benefits			
Vision Care Benefit			
Exam (Every 12 months)	$55	$65	$65
Single Lenses (Every 24 months)	$65	$75	$75
Contact Lenses (Every 24 months)	$65	$75	$75
Bifocal Lenses (Every 24 months)	$90	$100	$100
Frames (Every 24 months)	$50	$60	$60
Dental Benefits			
Annual Maximum	$600	$700	$800
Annual Deductible	$25	$25	$25
Preventive, Diagnostic and Routine Restorative Care	You are responsible for paying up to 20%†	You are responsible for paying up to 20%†	You are responsible for paying up to 20%†
Major Restorative Care	You are responsible for paying up to 50%†. You need to be enrolled in the dental plan without interruption for 12 months before the plan begins to pay for these services.	You are responsible for paying up to 50%†. You need to be enrolled in the dental plan without interruption for 12 months before the plan begins to pay for these services.	You are responsible for paying up to 50%†. You need to be enrolled in the dental plan without interruption for 12 months before the plan begins to pay for these services.

† The dental PPO network is not available in Alabama, Arkansas, Idaho, Hawaii, Louisiana, Mississippi, New Mexico, or Puerto Rico. To locate a preferred provider, call toll-free 1-866-292-3374 or visit www.aetna.com/docfind/custom/aahc/bn.



Diamond Contract Services, Inc.
Plan L 2.20

Plan design and benefits provided by Aetna Life Insurance Company (Aetna)

Unless otherwise indicated, all benefits and limitations are per covered person. Where a benefit is expressed as a percentage, the lower of the negotiated charge(s) will be the basis of payment.

When you enroll in medical coverage, you also receive:

Aetna Vision℠ Discounts*

Aetna Vision℠ Discounts uses the nationwide EyeMed Select Network of vision care providers to offer you and your family glasses, contact lenses, nonprescription sunglasses, contact lens solutions and other eye care accessories at discounted prices. Plus, you can receive discounts on eye exams and LASIK eye surgery. For exams and eyewear call **1-800-793-8616**. For contacts call **1-800-391-5367**. For LASIK customer service call **1-800-422-6600**. You can also locate a local provider by visiting **www.aetna.com/docfind/custom/aahc/bn**. This discount arrangement may not be available to Illinois residents.

Informed Health® Line

Aetna's Informed Health® Line gives you and your family access to registered nurses 24 hours a day, 7 days a week. This toll-free line connects you to a team of nurses experienced in providing information on a variety of health topics. Informed Health Line nurses use the Healthwise® Knowledgebase to provide information about health issues, medical procedures and treatment options, and help you and your family communicate more effectively with your doctors. You can also choose to listen to certain health topics of interest through Aetna's new audio health library, which is available in English and Spanish. Contact Aetna's Informed Health Line at **1-800-556-1555**.

Employee Assistance Program

Aetna's Employee Assistance Program is a service that provides support in managing stress, and balancing work and life. This telephonic and web based program includes resources related to emotional support, as well as childcare, and legal and financial guidance. These services are convenient and confidential, available 24 hours a day, 7 days a week by calling **1-888-AETNA-EAP (1-888-238-6232)** or visiting **www.AetnaEAP.com**.

*Discount programs provide access to discounted prices and are not insured benefits.

Diamond Contract Services, Inc.
Plan L 2.20

Plan design and benefits provided by Aetna Life Insurance Company (Aetna)

Unless otherwise indicated, all benefits and limitations are per covered person. Where a benefit is expressed as a percentage, the lower of the negotiated charge(s) will be the basis of payment.

Terms defined

A ***copayment*** (or ***copay***) is a fixed amount that you must pay for a medical service. In some cases, you may be responsible for paying a copay as well as a percentage of the remaining charges.

In some instances, the plan requires that a deductible is met before a benefit is paid. A ***deductible*** is the amount of money you must pay for eligible expenses before the plan begins to pay benefits. A deductible may be per service, per visit, per supply or per coverage year.

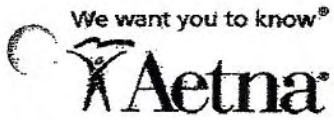
Other hospital services are charges for certain services and supplies billed by a hospital in addition to those charges for room occupancy. These charges may be significant and may include, but are not limited to: pharmacy; medical and surgical supplies and devices; lab and x-rays; and operating and recovery room expenses. They do not include charges for services such as surgeon, physician and anesthesiologist services, private duty nursing, or special duty nursing.

Inpatient charges are charges billed by a hospital or provider when you are admitted as an inpatient and charged for room and board. Inpatient charges are comprised of: room and board charges (daily room rate), professional charges billed by a provider (such as charges by a physician who does not work directly for the hospital), and hospital charges other than room and board.

Outpatient charges are charges billed at doctors' offices, free-standing clinics and facilities, and pharmacies. They also include charges at a hospital when you are not admitted as an inpatient, and you are not billed for room and board charges.

A ***negotiated charge*** is the maximum amount that a preferred provider has agreed to charge for the visit, service, or supply. You should not have to pay more than your portion of the negotiated charge, subject to your plan limits. After your plan limits have been reached, the provider may require that you pay the full charge rather than the negotiated charge.

Percentage of remaining charges you pay refers to the percentage of charges you pay after you have fulfilled the deductible and/or copay and before the benefit maximum is reached. This is also known as member coinsurance. A non-preferred provider may require that you pay more than the recognized charge, and this additional amount would also be your responsibility. Once the applicable benefit maximum has been reached, you will be responsible for 100% of the remaining balance.



Diamond Contract Services, Inc.
Plan L 2.20

Plan design and benefits provided by Aetna Life Insurance Company (Aetna)

Unless otherwise indicated, all benefits and limitations are per covered person. Where a benefit is expressed as a percentage, the lower of the negotiated charge(s) will be the basis of payment.

Questions and answers

How do benefit limits work?

This plan has limits on the amount of money it will pay per coverage year. These limits differ for each type of charge and, depending on your plan design as explained in the benefits chart in the previous pages above, may be a maximum number of visits or services, a maximum dollar amount, or both. Because there are limits on what is paid for certain kinds of services or visits, you may not be covered for some services or visits even though you have not reached your overall maximum. **Before you enroll in the plan, please read the benefits chart in the previous pages carefully to understand these limits and consider what effects they may have.**

Will the plan always pay up to the maximum benefits per coverage year?

No. How much the plan pays depends on the type and amount of the health care you receive. Some types of charges may have limits that are reached before the overall maximum they are a part of is reached. This means that the plan may no longer pay for certain types of charges you continue to have, even though the overall maximum benefit has not been reached. Please read the benefits chart in the previous pages carefully to understand what types of charges may be limited before the overall maximums in question are reached.

How does this limited benefits insurance plan differ from a traditional major medical health plan?

This limited benefits insurance plan, like a traditional major medical health plan, covers a range of health care services both in and out of the hospital. However, this limited benefits insurance plan places limits on how much it will pay or how many services or visits it will cover. Once you have used up the overall maximums or limits on specific benefits, the plan will not pay any more. And unlike most major medical plans, this limited benefits insurance plan does not have catastrophic coverage or a limit on your out-of-pocket expenses. This means that you may have considerable out-of-pocket costs if you have a serious or chronic medical condition that requires hospitalization or continuing outpatient care.

What if I don't understand something I've read here, or have more questions?

Please call us. We want you to understand these benefits before you decide to enroll. Call member services Monday through Friday between 6 a.m. and 7 p.m. CT and weekends 9 a.m. to 12 p.m. CT, by calling toll free **1-866-292-3374**. We're here to answer questions before and after you enroll.

Diamond Contract Services, Inc.
Plan L 2.20

Plan design and benefits provided by Aetna Life Insurance Company (Aetna)

Unless otherwise indicated, all benefits and limitations are per covered person. Where a benefit is expressed as a percentage, the lower of the negotiated charge(s) will be the basis of payment.

Exclusions and Limitations

This plan does not cover all health care expenses and has exclusions and limitations. Members should refer to their booklet certificate to determine which health care services are covered and to what extent. The following is a partial list of services and supplies that are generally *not covered*. **However, your plan may contain exceptions to this list based on state mandates or the plan design purchased.**

Medical Exclusions

- All medical or hospital services not specifically covered in, or which are limited or excluded in the plan documents.
- Any eye surgery mainly to correct refractive errors.
- Cosmetic surgery, including breast reduction.
- Custodial care.
- Dental care and X-rays, unless medically necessary to repair an injury to the mouth, jaw or teeth resulting from an accident.
- Donor egg retrieval.
- Experimental and investigational procedures.
- Hearing aids.
- Immunizations for travel or work.
- Infertility services, including, but not limited to, artificial insemination and advanced reproductive technologies.
- Nonmedically necessary services or supplies.
- Orthotics.
- Over-the-counter medications and supplies.
- Reversal of sterilization.
- Services for the treatment of sexual dysfunction or inadequacies, including therapy, supplies, or counseling.
- Special duty nursing.

Dental Exclusions

The following charges are not covered under the dental plan, and they will not be recognized toward satisfaction of any deductible amount.

- Cosmetic procedures unless needed as a result of injury.
- Any procedure, service or supplies that are included as covered medical expenses under another group medical expense benefit plan.
- Prescribed drugs, pre-medication, analgesia or general anesthesia.
- Services provided for any type of temporomandibular (TMJ) or related structures, or myofascial pain.
- Charges in excess of the Recognized Charge, based on the 80th percentile of the Medicode Medical Data Research Tables.

Vision Care Exclusions

- Orthoptic vision training, subnormal vision aids, any associated supplemental testing.
- Medical and/or surgical treatment of the eyes or supporting structure.
- Any eye or vision examination, or any corrective eyewear, required by an employer as a condition of employment.

Diamond Contract Services, Inc.
Plan L 2.20

Plan design and benefits provided by Aetna Life Insurance Company (Aetna)

Unless otherwise indicated, all benefits and limitations are per covered person. Where a benefit is expressed as a percentage, the lower of the negotiated charge(s) will be the basis of payment.

THIS LIMITED HEALTH BENEFITS PLAN DOES NOT PROVIDE COMPREHENSIVE MEDICAL COVERAGE. IT IS A BASIC OR LIMITED BENEFITS POLICY AND IS NOT INTENDED TO COVER ALL MEDICAL EXPENSES. THIS PLAN IS NOT DESIGNED TO COVER THE COSTS OF SERIOUS OR CHRONIC ILLNESS. IT CONTAINS SPECIFIC DOLLAR LIMITS THAT WILL BE PAID FOR MEDICAL SERVICES WHICH MAY NOT BE EXCEEDED. IF THE COST OF SERVICES EXCEEDS THOSE LIMITS, THE BENEFICIARY AND NOT THE INSURER IS RESPONSIBLE FOR PAYMENT OF THE EXCESS AMOUNTS. THE SPECIFIC DOLLAR LIMITS ARE DESCRIBED IN THIS BENEFITS SUMMARY.

ATTENTION MASSACHUSETTS RESIDENTS: As of January 1, 2009, the Massachusetts Health Care Reform Law requires that Massachusetts residents, eighteen (18) years of age and older, must have health coverage that meets the Minimum Creditable Coverage standards set by the Commonwealth Health Insurance Connector, unless waived from the health insurance requirement based on affordability or individual hardship. For more information call the Connector at 1-877-MA-ENROLL (1-877-623-6765) or visit the Connector website (www.mahealthconnector.org). THIS HEALTH PLAN, ALONE, DOES NOT MEET MINIMUM CREDITABLE COVERAGE STANDARDS. If you have questions about this notice, you may contact the Division of Insurance by calling 617-521-7794 or visiting its website at www.mass.gov/doi.

This material is for information only and is not an offer or invitation to contract. Insurance plans contain exclusions and limitations. Providers are independent contractors and are not agents of Aetna. Provider participation may change without notice. Aetna does not provide care or guarantee access to health services. Not all health services are covered. See plan documents for a complete description of benefits, exclusions, limitations and conditions of coverage. Plan features and availability may vary by location. Discount programs provide access to discounted prices and are not insured benefits. Material is subject to change.

Insurance plans are underwritten by Aetna Life Insurance Company.

For OK residents only, policy forms issued include GR-9N and GR-29N.

ATTACHMENT IV

CONTRACTING WITH COMMUNITY BUSINESS ENTERPRISES

I. The process used for identifying minority vendors:

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

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

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

III. On final analysis and consideration of award, Diamond Contract Services, Inc. was selected without regard to sex, religion, race, color, or creed.

IV. The Organization Information Form for Diamond Contract Services, Inc. is attached as Attachment IV-B.

Custodial Bidder's List

Agency Name	Agency Address	City	State	Zip Code
2000 Specialty Clean Service	4332 W. Adams Blvd., Suite 103	Los Angeles	CA	90001
A & W Industries	4307 Crenshaw Blvd.	Los Angeles	CA	90008
A Call Janitorial	611 South Catalina Street	Los Angeles	CA	90005
A Mullins Maintenance Co.	5030 West Washington Blvd.	Los Angeles	CA	90016
A R S Janitorial Services	1340 West 6th St.	Los Angeles	CA	90017
Abbey Road, Inc.	5757 West Century Blvd.	Los Angeles	CA	90045
Able Building Maintenance Co.	5829 West 4th Street	Los Angeles	CA	90036
Advanced Building Maintenance Co.	10834 E. Whittier Blvd.	Whittier	CA	90005
Advantage Janitorial Services	19301 Saticoy St.	Reseda	CA	91354
Aesthetic Maintenance Corporation	1625 Palo Alto St.	Los Angeles	CA	90026
Airport Janitorial Service	1100 West 79th Street	Los Angeles	CA	90044
Akins Maintenance Company	1283 S. La Brea Ave., Suite 218	Los Angeles	CA	90019
All American Maintenance Service	244 West 119th Street	Los Angeles	CA	90061
All Plumbing Company	5722 E. Killdee Street	Long Beach	CA	90808
Allstate Building Maintenance Co.	2978 Wilshire Blvd., Suite 305	Los Angeles	CA	90010
Alpha Maintenance Company	1601 Sunskist, Suite E	Anaheim	CA	92806
Amaidzing! Inc.	6710 Kester Avenue	Van Nuys	CA	91405
American Building Janitorial	5199 E. Pacific Coast Hwy., Suite 206	Long Beach	CA	90804
Andrews Facilities	P.O. Box 62099	Los Angeles	CA	90062
Andy's Maintenance	1958 S. Shenandoah St., Apt. 4	Los Angeles	CA	90022
Apple House Cleaning	810 S. Spring St.	Los Angeles	CA	90015
Assured Janitorial Services	12871 Correnti Street	Pacoima	CA	91331

Custodial Bidder's List

Agency Name	Agency Address	City	State	Zip Code
Author & Finisher Janitorial Services	44927 Rock Island Drive	Lancaster	CA	93534
B & C Cleaning Service	5720 Case Ave.	North Hollywood	CA	91601
Bell Building Maintenance	8600 Sepulveda Blvd., Suite 10	North Hills	CA	91343
Best Janitorial Services	505 S. Beverly Drive, Suite 921	Beverly Hills	CA	90212
Brea Maintenance Company	P.O. Box 20446	Los Angeles	CA	90006
Browning Ferris Industries (BFI)	9200 Glen Oaks Blvd.	Sun Valley	CA	91352
Buchanan Maintenance Company	1708 Ogden Drive	Los Angeles	CA	90019
Building Care Systems	1537 San Anselmo Avenue	San Anselmo	CA	94960
Building Cleaning Systems, Inc.	2510 N. Grand Ave., Suite 102	Santa Anita	CA	92262
Building Service Company	805 South Union Avenue	Los Angeles	CA	90017
BW Janitorial & Maintenance Services	8923 South San Pedro St.	Los Angeles	CA	90003
Byrd Cleaning Service	1031 South Burnside Avenue	Los Angeles	CA	90019
CALCLEAN	14039 S. Hawthorne Blvd.	Los Angeles	CA	90250
CAM Services	5664 Selmaraine Drive	Culver City	CA	90230
Cardel Painting & Cleaning Service	P.O. Box 19275	Los Angeles	CA	90019
CBM Janitorial Service	28936 Bessemer Street	Tarzana	CA	91335
CC Cleaning/Maintenance	1850 W. 169th Street, Suite A	Gardena	CA	90247-5252
CCECO, Inc.	3176 Pullman Street, Suite 111	Costa Mesa	CA	92626
Century Maintenance Co.	3532 Overland Avenue, #B	Los Angeles	CA	90034
Chavez Commercial Office Cleaning	2729 1/2 Francis Avenue	Los Angeles	CA	90005
City Maintenance Systems	5657 Wilshire Blvd., Suite 190	Los Angeles	CA	90036
City Wide Maintenance Co.	208 South Oxford Avenue	Los Angeles	CA	90004

Custodial Bidder's List

Agency Name	Agency Address	City	State	Zip Code
Cleaner Image	2790 Skypark Drive, Suite 208	Torrance	CA	90505
Cleanmore Maintenance Co.	6815 Willoughby Avenue, Suite 105	Los Angeles	CA	90038
Coast Building Maintenance	5371 Wilshire Blvd., Suite 214	Los Angeles	CA	90036
Comeland Maintenance	4917 W. Melrose Avenue	Los Angeles	CA	90029
Contreras Maintenance & Janitorial Service	13551 Mercer Street	Pacoima	CA	91331
Corporate America Dining Management	627 N. Mariposa	West Los Angeles	CA	90004
Corporate Building Services, Inc.	3350 Wilshire Blvd., Suite 1105	Los Angeles	CA	90010
Coverall Cleaning Concepts	770 City Drive South, Suite 7000	Orange	CA	92868
Customer Services, Inc.	550 N. Continental Avenue, Suite 190	El Segundo	CA	90245
D & A Cleaning Service	7022 Darby Avenue, Unit B	Reseda	CA	91335
Dan White's Maintenance Services	1106 S. Highland Avenue	Los Angeles	CA	90019
Data Clean	740 E. Debra Lane	Anaheim	CA	92805
Dazzle Maintenance	560 S. San Vicente Blvd.	Los Angeles	CA	90048
Diamond Building Maintenance, Inc.	6399 Wilshire Blvd.	Los Angeles	CA	90048
Diamond Cleaning Services	P.O. Box 4923	Long Beach	CA	
Diamond Contract Services	898 N. Fair Oaks Avenue #A	Pasadena	CA	91103-3046
Diamond I Cleaning Services	4209 McLaughlin Ave., Apt. 4	Los Angeles	CA	90016
District Building Maintenance Service	1314 Clela Avenue	Los Angeles	CA	90022
Don's Master Maids	P.O. Box 75035	Los Angeles	CA	90757
Doryon Maintenance Co., Inc.	859 N. Vigil Ave., Suite B	Los Angeles	CA	90029
Dynamic Cleaning & Maintenance	345 Foothill Blvd., Suite 11	Glendora	CA	91006
E D P Cleaning Service	5066 Chimineas Ave.	Tarzana	CA	91356

Custodial Bidder's List

Agency Name	Agency Address	City	State	Zip Code
Econo-Mee Maintenance, Inc.	807 S. Union Ave.	Los Angeles	CA	90017
Ed Building Maintenance	550 Cameron Crest Drive	Diamond Bar	CA	91765
Empire Maintenance Company	624 South Palm Avenue	Alhambra	CA	91803
Exclusive Cleaning Concept	1241 Maple View Drive	Pomona	CA	91766
Final Touch Building Maintenance	1815 E. Center Street	Anaheim	CA	92805
G Window Cleaning	P.O. Box 2497	Canoga Park	CA	91303
Gary Brandt Building Maintenance	5743 Smithway St., Suite 104	Los Angeles	CA	90040
GBM	3250 Wilshire Blvd., Suite 1103	Los Angeles	CA	90010
Gene's Janitorial Services	434 Woodcrest Street	Rialto	CA	92376
GENL Maintenance	700 Irolo Street	Los Angeles	CA	90005
George H. Maintenance	3001 Raymond Ave.	Los Angeles	CA	90007
Global Janitorial Service	7033 Luke Avenue	Bakersfield	CA	93508
Golden Eagle Maintenance	13659 Victory Blvd., Suite 579	Van Nuys	CA	91401
Goodwill Industries of Southern California	14565 Lanark Street	Panorama City	CA	91402
Grace Building Maintenance	5777 W. Century Blvd., Suite 1648	Los Angeles	CA	90045
Greg's Maintenance Service	1960 Chariton St.	Los Angeles	CA	90034
Helms & Wortham Janitorial Services	7607 S. La Salle Ave.	Los Angeles	CA	90047
I-CAN Maintenance Company	1536 S. Fairfax, Suite 3	Los Angeles	CA	90019
Inland Building Maintenance	1707 S. Grove Ave., Ste. A	Ontario	CA	91761
Integrated Support Solutions	4283 Empress Avenue	Encino	CA	91436
J. Maintenance Co.	3435 Ocean Park Blvd.	Santa Monica	CA	90405
J.A.M.E.S. Janitorial Services	13119 St. Andrews Place	Gardena	CA	90249

Custodial Bidder's List

Agency Name	Agency Address	City	State	Zip Code
Jani-King of California, Inc.	500 N. State College Blvd., Suite 900	Orange	CA	92868
Janitorial 2001, Inc.	620 West Santa Anita Street	San Gabriel	CA	91776
Janitorial Management Services	6011 Reseda Blvd., Floor 2	Tarzana	CA	91356
Jay Bee's Janitorial Service	12815 Avalon Blvd.	Los Angeles	CA	90061
K.C. Pro Maintenance	3960 Wilshire Blvd., Suite #411	Los Angeles	CA	90010
King Janitorial Company	4529 San Fernando Road, Suite D	Glendale	CA	91204
Korean Maintenance	8548 S. Spring Street, Suite 314	Los Angeles	CA	90013
KSA Jojoba	18630 Hart Street	Reseda	CA	91335
Lee's Maintenance Services, Inc.	14740 Keswick Street	Van Nuys	CA	91405
LERR Group	236 W. Mountain Street, #107	Pasadena	CA	91103
Lloyds Hardware Floors & Janitorial	585 N. Garfield, #1	Pasadena	CA	91101
M & T Janitorial Service	1917 West 94th St.	Los Angeles	CA	90001
MasterCare Building Service, Inc.	7701 Garden Grove Blvd.	Garden Grove	CA	92841
Maximum Building Care	3545 Wilshire Blvd., Ste. #208	Los Angeles	CA	90010
Meg Associates	6721 Washington Ave.	Whittier	CA	90601
Merchants Building Maintenance	1190 Monterey Pass Road	Monterey Park	CA	91754
Metro Building Maintenance Company	3171 W. Olympic Blvd., #553	Los Angeles	CA	90006
Midway Building Maintenance Company	3010 Wilshire Blvd., Suite 339	Los Angeles	CA	90010
MorLin Enterprises	P.O. Box 9927	Long Beach	CA	90810
Morrison-Crothall	28712 Walnut Grove	Mission Viejo	CA	92692
Morrison's Hospitality Group	860 East Carson Street, Suite 118-147	Carson	CA	90745
Nancy's Sweeping	5747 Beverly Hills Drive	Whittier	CA	90601-3854

Custodial Bidder's List

Agency Name	Agency Address	City	State	Zip Code
Natural Building Maintenance	4143 W. Pico Blvd.	Los Angeles	CA	90019
Olympia Building Maintenance Co.	836 Crenshaw Blvd., Suite 101	Los Angeles	CA	90005
Omni Starkist Maintenance Co., Inc.	12110 Slauson Avenue, Suite 9	Santa Fe Springs	CA	90670
PAA of California	P.O. Box 2427	Covina	CA	91722
Pacific Sun Maintenance	1140 Crenshaw Blvd., Suite 107	Los Angeles	CA	90019
Pedus Building Service	3500 W. First Street	Los Angeles	CA	90004
Perfection Services	2027 W. View Street	Los Angeles	CA	90016
Perfection Services	2026 West View Street	Los Angeles	CA	90016
Powerful Powers Maintenance	8325 Duray Place	Los Angeles	CA	90008
Pro-Serve Building Maintenance Company	10010 Canoga Ave., Unit B2	Chatsworth	CA	91311
Prudential Overall Supply	6920 Bandini Blvd.	Commerce	CA	90040
RB's Janitorial Service	1544 W. 95th Street	Los Angeles	CA	90047
RCA & Associates	5608 Valley Glen Way	Los Angeles	CA	90043
Rose & Kindel Marketing	900 Wilshire Blvd., Suite 1030	Los Angeles	CA	90017
Royal Garden Janitorial Service	6635 Florence Ave., Unit 321	Bell Gardens	CA	90201
Royal Janitorial Services	8421 Suva Street	Downey	CA	90240
Salim Rangoodwala Custodial	1963 Tudox Street	Covina	CA	91724
Service Master	15855 Edna Place, Suite 7	Irwindale	CA	90009
Service Master	777 Sir George Court	Moorpark	CA	93021
Service Master Industries	17310 Redhill Avenue, Suite 300	Irvine	CA	92714
Simply Unique	14417 Chase Street, Suite 495	Panorama City	CA	91402
Smile Shin Maintenance	1333 Westwood Blvd.	Los Angeles	CA	90024

Custodial Bidder's List

Agency Name	Agency Address	City	State	Zip Code
Speed Building Maintenance Co.	8720 Woodley Ave., #223	North Hills	CA	91343
Speed Maintenance Company	8622 Reseda Blvd., #209	Northridge	CA	91324
Spic & Span	8240 Bobbybarar Avenue	West Hills	CA	91304
Spotless Janitorial Services	P.O. Box 91018	Los Angeles	CA	90009
Success Building Services	P.O. Box 70698	Pasadena	CA	91107
Sunflower Building Service	13127 San Fernando Road, #104	Sylmar	CA	91342
Sunny Maintenance	2150 Westwood Blvd.	Los Angeles	CA	90025
Superb Building Maintenance Service	3659 Josephine Court	Compton	CA	90221
TAE-KUK	3350 Wilshire Blvd., Suite 275	Los Angeles	CA	90010
Tower Cleaning Systems	1503 South Coast Drive, Suite 303	Costa Mesa	CA	92626
Triangle Services	71 South Central Avenue	Valley Stream	NY	11580
Ultimate Maintenance Services	4237 West Redondo Beach Blvd.	Lawndale	CA	90260
Unihealth America	1423 S. Grand Avenue	Los Angeles	CA	90015
United Maintenance	3727 W. 6th Street, Suite 616	Los Angeles	CA	90020
Vantage Kleening	636 2 West Lime Street	Inglewood	CA	90301
Western Building Maintenance	17810 San Gabriel Avenue	Cerritos	CA	90701
XTRA Help	7840 Firestone Blvd., Suite 202	Downey	CA	90241
Contract Monitoring Lynwood Regional Justice Center Sandra Torres, Supervisor	11701 Alameda Street	Lynwood	CA	90262
Contract Fiscal and Administration Complicance Unit Rene Frances, Supervisor	7639 S. Painter	Whittier	CA	90602
Quality Assurance Services Bureau Dave Leone, Bureau Chief	9150 E. Imperial Hwy., Room B82	Downey	CA	90242

DIAMOND
CONTRACT SERVICES, INC.

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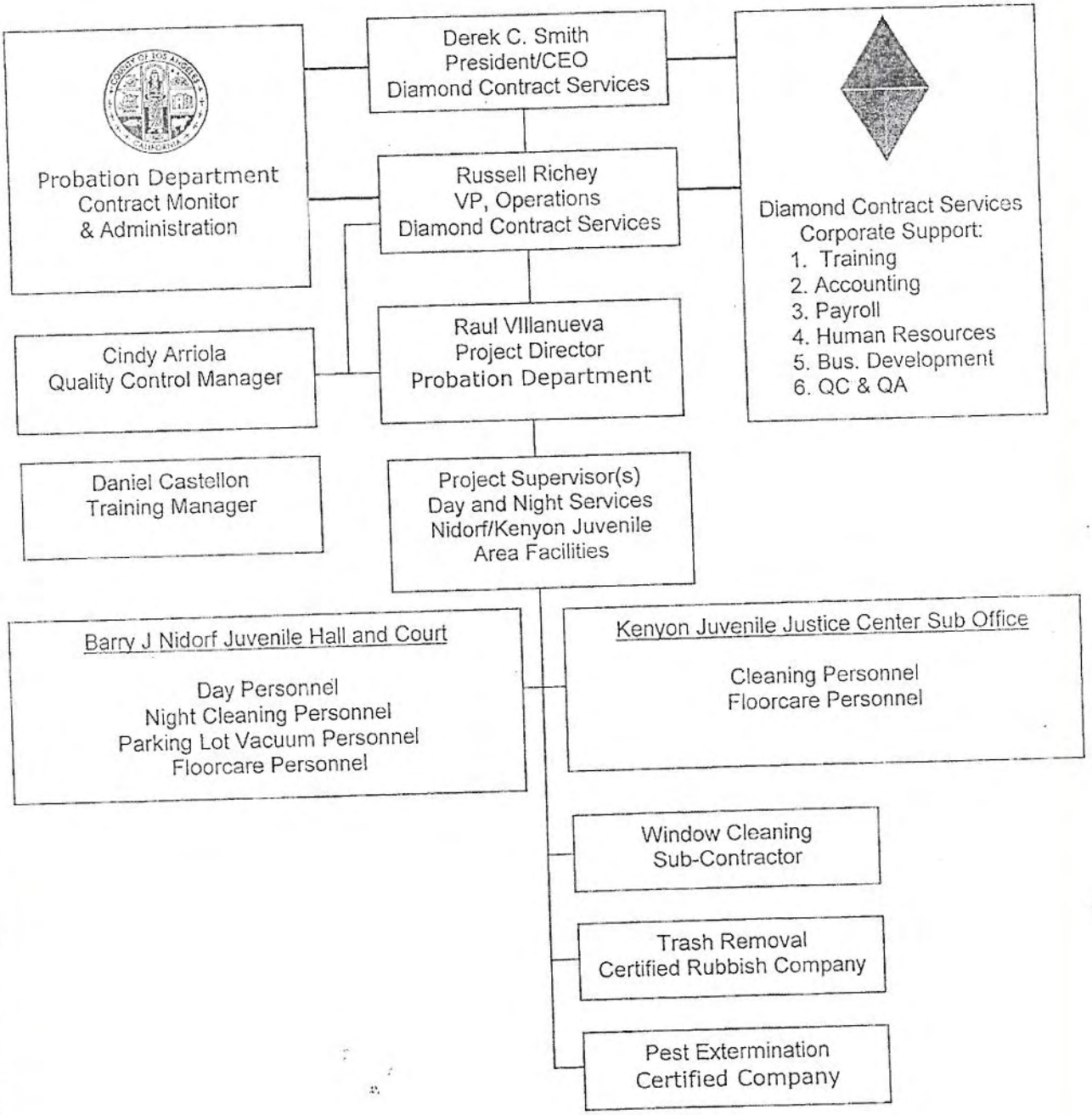
B.1.2. Organizational Chart

Diamond Contract Services, Inc., will support its Custodial Services program at Department of Probation using a responsible and responsive chain of command as outlined below.



Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Diamond Contract Services, Inc.
COUNTY VENDOR NUMBER: 52871201

- ☐ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
- ☐ Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners): 1032

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	1		7	2	176	98
Hispanic/Latino			16	5	276	415
Asian or Pacific Islander						
American Indian						
Filipino			1		4	3
White			4	1	12	9

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	100 %	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
City of LA Dept. Public Works	DBE/MBE				06/20/2012

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
Derek C. Smith		President/CEO	06/30/2011

ATTACHMENT V

Bid Detail Information

Bid Number : 6401107

Bid Title : Request for Proposals to Provide Custodial Services at Barry J. Nidorf Juvenile Hall and Court and Kenyon Juvenile Justice Center

Bid Type : Service

Department : Probation

Commodity : JANITORIAL/CUSTODIAL SERVICES

Open Date : 5/6/2011

Closing Date : 7/1/2011 12:00 PM

Bid Amount : N/A

Bid Download : Available

Bid Description : The County of Los Angeles Probation Department (COUNTY) is soliciting proposals from qualified contractors to provide custodial services at Barry J. Nidorf Juvenile Hall and Court, and Kenyon Juvenile Justice Center Sub Office.

A Mandatory Proposer's Conference and Walk-Through is scheduled for May 24, 2011, 11:00 AM, PT at Barry J. Nidorf Juvenile Hall, 16350 Filbert Street, Sylmar CA 91342. For a copy of the RFP, which establishes guidelines, criteria, and procedures for proper application and to make reservations for the Mandatory Proposer's Conference and Walk-Through, please contact Susan Kudo-Lee at (562) 940-2676 by 12:00 PM, May 20, 2011. The proposal submission deadline is July 1, 2011, 12:00 PM, PT.

Contact Name : Susan Kudo-Lee

Contact Phone# : (562) 940-2676

Contact Email : susan.kudo-lee@probation.lacounty.gov

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