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
40 April 9, 2013
SACHI A. HAMAI
EXECUTIVE OFFICER

January 29, 2013

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

Dear Supervisors:

APPROVAL OF A CONTRACT WITH MORRISON MANAGEMENT SPECIALISTS, INC. TO PROVIDE FOOD SERVICES AT BARRY J. NIDORF JUVENILE HALL FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Approval of a contract with Morrison Management Specialists, Inc. to provide food services at Barry J. Nidorf Juvenile Hall for the County of Los Angeles Probation Department.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that food services provided under the proposed contract can be more economically performed by the contractor rather than by County employees.

2. Approve and instruct the Chairman to sign the attached contract (Attachment I) with Morrison Management Specialists, Inc. to provide food services at Barry J. Nidorf Juvenile Hall for an initial estimated contract amount of $1,458,840 commencing on May 1, 2013 through April 30, 2014.

3. Delegate authority to the Chief Probation Officer to prepare and execute contract amendments to extend the contract term for up to four (4) additional 12-month periods, at an estimated annual amount of $1,458,840, upon approval as to form by County Counsel.

4. Delegate authority to the Chief Probation Officer to prepare and execute amendments to this contract for any decrease or increase not to exceed 10% of the per unit cost and/or 180 days to the period of performance pursuant to the terms contained therein, upon approval as to form by County

Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval of the attached contract (Attachment I) with Morrison Management Specialists, Inc. (Morrison) to provide food services at Barry J. Nidorf Juvenile Hall (BJNJH) for the County of Los Angeles Probation Department (Probation).

Probation has contracted for food services at BJNJH since 1981. BJNJH is an institutional setting that has a unique work location. It is open seven days a week, 24 hours a day. The contractor's major function is to provide reliable food services that include the purchase, delivery, storage, preparation and serving of food to all juveniles and authorized personnel at BJNJH. The contracted services must be performed in accordance with County standards and in a manner consistent with the long-range plans, goals and objectives of providing quality food at BJNJH.

Probation provides oversight of the contractor and ensures accountability for the services provided. Approval of this contract will enable Probation to continue receiving food services at BJNJH. The proposed contract will commence on May 1, 2013 or following approval by your Board, whichever is later.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the Countywide Strategic Plan, Goal #1, Operational Effectiveness. Implementation of the recommendations will enable Probation to continue receiving food services at BJNJH.

FISCAL IMPACT/FINANCING

The estimated annual cost of this contract is $1,458,840. The annual savings to the County is estimated at $176,438 (Attachment II). The price per meal at the meal range of 1600-1699 is $2.70. Because the annual number of meals cannot be projected with certainty given the fluctuations of juveniles entering the system, the actual contract savings may be more or less than estimated. Attachment III shows the benefits available to contract employees. Attachment IV provides the process used for contracting with community business enterprises.

Funding for this contract is included in Probation's FY 2012-2013 Adopted Budget. The proposed contract includes provisions for non-appropriation of funds and budget reductions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 1981, Probation has contracted for food services at BJNJH. The need for food services continues to exist at this location. The scope of work for this contract includes the purchase, delivery,

storage, preparation and serving of food to all juveniles and authorized personnel at BJNJH. The contractor will also be responsible for all related recordkeeping, and sanitation requirements.

The initial term of this contract shall be effective May 1, 2013 through April 30, 2014. 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, the Probation Department 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 the County of Los Angeles' Internal Services Department (ISD) and Probation websites.

There is no departmental employee relations impact as these services have been contracted since 1981. 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 the Living Wage Program (Los Angeles County Code, Chapter 2.201).

The contract includes an annual estimated amount of $1,458,840. 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 of the cost of living adjustment.

The County will not request the Contractor to perform services outside of the scope of work or contract term.

Auditor-Controller has reviewed the cost comparison and concurs that the contract is cost effective.

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 January 27, 2012. Through the solicitation and competitive negotiation process, approximately thirty-nine (39) 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 ISD and Probation websites. As a result, five (5) contractors registered for the mandatory conference and six (6) potential providers attended the mandatory bidder's conference and site visit.

Three (3) proposals were received and evaluated using the initial screening “pass/fail” process which was consistent with the Selection Process and Evaluation Criteria set forth in the RFP. The proposals submitted by Morrison and Blackstone Consulting Inc. passed the initial screening and proceeded to the final evaluation process. The proposal submitted by Integrated Support Solutions, Inc. did not pass the initial screening and did not proceed to the final evaluation process. The proposals that passed the initial screening were rated and scored by an evaluation committee using a point system that covered: 1) proposer’s qualifications, 2) proposer’s approach to provide required services, 3) proposer’s quality control plan, 4) living wage compliance, and 5) proposed cost.

Morrison received the highest overall rating. Morrison submitted a responsive proposal that reflected a good understanding of the services to be provided. Morrison outlined a quality plan and demonstrated they were experienced and capable of providing the required services. There were no protests received as part of this solicitation. The current contract expires on April 30, 2013.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This contract will continue the current level of services to Probation.

Respectfully submitted,

JERRY E. POWERS
Chief Probation Officer

JEP:TH:DS:yh

Enclosures

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

ATTACHMENT I

CONTRACT

77929

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

MORRISON MANAGEMENT SPECIALISTS, INC.

TO PROVIDE

FOOD SERVICES AT
BARRY J. NIDORF JUVENILE HALL

MAY 1, 2013- APRIL 30, 2014

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
MORRISON MANAGEMENT SPECIALISTS, INC.
TO PROVIDE
FOOD SERVICES AT BARRY J. NIDORF JUVENILE HALL

This Contract and Exhibits made and entered into this 9th day of April, 2013 by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and Morrison Management Specialists, Inc., hereinafter referred to as CONTRACTOR. Morrison Management Specialists, Inc. is located at 1727 Axenty Way, Redondo Beach, Ca 90278.

RECITALS

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

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

WHEREAS, the COUNTY has determined that it is legal, feasible, and cost-effective to Contract for Food Services; and

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, B1, C, D, E, F, G, G1, G2, G3, H, I, J, K L, M, N, O, O1, P, Q, R, S, T, U, V, W, X, Y, Z, and AA are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A Statement of Work

1.2	EXHIBIT B	Pricing Sheet B1 Additional Food Items Costs
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	Employee's Acknowledgement of Employer G1 CONTRACTOR Acknowledgement and Confidentiality Agreement G2 CONTRACTOR Employee Acknowledgement and Confidentiality Agreement G3 CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement
1.8	EXHIBIT H	Jury Service Ordinance
1.9	EXHIBIT I	Safely Surrendered Baby Law
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	Artificial Trans Fat Reduction (AFTR) Program
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1.16	EXHIBIT P	Defaulted Property Tax Reduction Program
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1.24	EXHIBIT X	Equipment and Buildings Maintenance Procedure
1.25	EXHIBIT Y	Suspension and Debarment Certification
1.26	EXHIBIT Z	IRS Notice 1015
1.27	EXHIBIT AA	Background Forms

This Contract, the Exhibits and the CONTRACTOR'S proposal, incorporated herein by reference, dated **March 23, 2012** 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 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 Manager: Person designated by COUNTY with authority for COUNTY on Contractual or administrative matters relating to this Contract.

2.5 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.

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

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

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

3.0 WORK

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

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

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be May 1, 2013 through April 30, 2014 or following Board of Supervisors approval, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the CONTRACTOR, by mutually written agreement, for up to four (4) additional one-year periods for a maximum total Contract term of five (5) years.

4.2 Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of the CONTRACTOR. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

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 of Los Angeles Probation Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the CONTRACTOR shall send written notification to County of Los Angeles Probation Department 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 annual Contract sum, inclusive of all applicable taxes is estimated at **$1,458,840** for a 12-month period. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.

The CONTRACTOR shall submit monthly invoices for services performed under this Contract. The CONTRACTOR shall retain all relevant supporting documents and make them available to COUNTY at any time for audit purposes.

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 of Los Angeles Probation Department 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 5th calendar day of the month following the month of service.

Prop A - Living Wage Program:
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 following address:

County of Los Angeles Probation Department
Attention: Joe Laschi, Services Director
16350 Filbert Drive
Sylmar, CA 91342

5.5.6 **COUNTY Approval of Invoices**

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

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

The Contract 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.

5.7 Sales of meals and food products to the COUNTY in juvenile facilities may be eligible for exemption to sales tax as follows:

5.7.1 When the COUNTY is considered as reselling to the students (minors) because of the liability incurred by the relatives of the minors; or

5.7.2 When the COUNTY is considered as reselling to the U.S. Government under the Federal School Lunch Program.

5.7.3 COUNTY will cooperate with the CONTRACTOR in providing data on the actual number of meals which may be exempt from taxation during the Contract. Payment shall be made by CONTRACTOR; however, COUNTY shall reimburse to CONTRACTOR any sales tax that is actually paid by CONTRACTOR.

5.7.4 Currently, the COUNTY estimates that at least 85% of all meals served may be eligible for the referenced exemptions.

5.7.5 Except as herein expressly provided, COUNTY shall have no liability or responsibility for any taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR'S performance hereunder.

5.7.6 The cost of any equipment purchased or facility repair or alterations required by CONTRACTOR, as outlined in Exhibit A, Paragraph 2.23 shall be amortized fully on a straight line basis over the period from the date of acquisitions by CONTRACTOR to the expiration date of 12 months following implementation of Contract.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

<u>COUNTY ADMINISTRATION</u>

A listing of all COUNTY Administration referenced in the following 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

The 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, also for providing reports to COUNTY'S Contract Manager and COUNTY'S Program Manager.

7.0 ADMINISTRATION OF CONTRACT- CONTRACTOR

7.1 CONTRACTOR PROJECT DIRECTOR

7.1.1 The CONTRACTOR shall provide its own full-time officer or employee as CONTRACTOR'S Project Director. The CONTRACTOR'S Project Director or an approved alternate shall be available for telephone contact between 8:00 a.m. and 5:00 p.m., every day, including COUNTY holidays. The CONTRACTOR'S Project Director shall provide overall management and coordination of this Contract and shall act as the central point of contact with COUNTY.

7.1.2 When Contract work is being performed at times other than described above, or when the CONTRACTOR'S 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'S Project Director.

7.1.3 CONTRACTOR'S Project Director must have a minimum of three (3) years of demonstrated experience within the last five (5) years in providing food services.

7.1.4 CONTRACTOR'S Project Director shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of the Contract. CONTRACTOR'S Project Director/alternate shall be able to effectively communicate in English, both orally and in writing.

7.1.5 CONTRACTOR'S Project Director shall be available every day from 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

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

7.2 APPROVAL OF CONTRACTOR'S STAFF

COUNTY has the absolute right to approve or disapprove all of the CONTRACTOR'S staff performing work hereunder and any proposed changes in the CONTRACTOR'S staff, including, but not limited to, the CONTRACTOR'S Project Director.

7.2.1 Other CONTRACTOR Personnel

7.2.1.1 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 performing services under this Contract.

7.2.1.2 The CONTRACTOR shall ensure that by the first day of employment, all persons working on this Contract have signed an acknowledgement form regarding confidentiality that meets the standards of the County of Los Angeles Probation Department for COUNTY employees having access to confidential Criminal Offender Record Information (CORI). **CONTRACTOR shall retain the original CORI form and forward a copy to COUNTY Contract Manager within five (5) business days of start of employment.** *(Refer to Exhibit S)*

7.2.1.3 All personnel must be able to read, write, spell, speak and understand English.

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

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

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

7.2.1.7 The CONTRACTOR'S Project Director shall inspect the food service operation at least weekly.

7.2.1.8 A committee consisting of at least two (2) persons hired by the CONTRACTOR, one of whom shall be the CONTRACTOR'S Project Director and the appropriate County of Los Angeles Probation Department staff member(s) shall meet monthly, or as determined by COUNTY, to; (1) evaluate the food and related services program; and (2) to solve problems within a time frame designated by the COUNTY Program Manager.

7.2.1.9 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.

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

7.2.2 CONTRACTOR Employee Acceptability

7.2.2.1 The COUNTY reserves the right to preclude the CONTRACTOR staff from performing services under this Contract. The CONTRACTOR shall be responsible for immediately removing and replacing within twenty-four (24) hours, any employee from work on this Contract, when requested to do so by the COUNTY Contract Manager.

7.2.2.2 CONTRACTOR shall provide the Superintendent or Services Director with a current list of employees, on a monthly basis.

7.2.2.3 CONTRACTOR shall provide the COUNTY Program Manager with a current list of employees and keep this list updated during the Contract period.

7.2.2.4 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.

7.2.2.5 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 staff the COUNTY Program Manager determines is inimical to the public or County of Los Angeles Probation Department clientele during the performance of their job, or which otherwise made it inappropriate for such persons to be in contact with the public or County of Los Angeles Probation Department clients.

7.3 CONTRACTOR'S Staff Identification

7.3.1 CONTRACTOR shall provide at CONTRACTOR'S expense all staff providing services under this Contract with a identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to the COUNTY'S approval prior to the CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the identification badge on the upper part of the body. 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 on this Contract. CONTRACTOR is responsible for the retrieval and immediate destruction of the CONTRACTOR'S staff's identification badge at the time of removal from the COUNTY Contract.

7.3.3 If COUNTY requests the removal of CONTRACTOR'S staff, CONTRACTOR is responsible for the retrieval and immediate destruction of the CONTRACTOR'S staff's COUNTY identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

Background and security investigation 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-paragraphs 7.4.1 through 7.4.6*. On at least a quarterly basis, CONTRACTOR shall report, in writing, monitoring results to the COUNTY, indicating compliance or problem areas. The elements of the monitoring report shall receive prior written approval from COUNTY.

7.4.1 The CONTRACTOR shall submit the names of CONTRACTOR'S or Sub-CONTRACTOR'S employees to the COUNTY Program Manager prior to the employee starting work on this Contract. The COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of CONTRACTOR'S or Sub-CONTRACTOR'S employees, and shall conduct background investigations of CONTRACTOR'S or Sub-CONTRACTOR'S employees at any time. **The CONTRACTOR'S or Sub-CONTRACTOR'S employees shall not begin work on this Contract before receiving written notification of clearance from COUNTY.**

7.4.2 No personnel employed by the CONTRACTOR or Sub-Contractor for this service having access to County of Los Angeles Probation Department 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.

7.4.3 COUNTY reserves the right to preclude the CONTRACTOR or Sub-CONTRACTOR from employment or continued employment of any individual performing services under this Contract service.

7.4.4 No CONTRACTOR or Sub-Contractor staff providing services under this Contract shall be on active probation or parole.

7.4.5 CONTRACTOR or Sub-Contractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the COUNTY.

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

7.5 Confidentiality

The CONTRACTOR shall be responsible for safeguarding all 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 Sub-Contractors 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 *"Contractor Employee Acknowledgement 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 *"Contractor Non-Employee Acknowledgement 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 Sub-Contractors, to comply with Paragraph 7.5, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR'S indemnification obligations under 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 <u>Confidentiality of Adult and Juvenile Records</u>

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 County of Los Angeles Probation Department case information provided to CONTRACTOR is confidential and no such information shall be disclosed to anyone except those authorized employees of the County of Los Angeles 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 S, Confidentiality of CORI Information*) regarding confidentiality of the information in 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, Sub-Contractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.

7.6 NEPOTISM

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

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

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

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

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

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

prepared and executed by the CONTRACTOR and by the Chief Probation Officer or his/her designee.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

8.2.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

8.2.3 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, COUNTY'S National School Lunch Agreement, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 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 Sub-Contractors, 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 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 Sub-Contractor to perform services for the COUNTY under the Contract, the Sub-Contractor 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 COUNTY 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 COUNTY 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 **Sub-Contractors of CONTRACTOR**

These terms shall also apply to Sub-Contractors 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 Sub-Contractors, if any, to post this poster in a prominent position in the Sub-CONTRACTOR'S place of business. The COUNTY'S Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR'S compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after

the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.18 FACSIMILE REPRESENTATIONS

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to 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 Sub-Contractors), 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 Sub-CONTRACTOR of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and such Sub-Contractor, 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 Sub-Contractor 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 "Sub-Contractor" and "Sub-Contractors" mean Sub-Contractors 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, Federal National School Lunch and School

Breakfast Program regulations. 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 Paragraph 7.5 – Confidentiality, the CONTRACTOR shall cause each employee performing services covered by the Contract to sign and adhere to the *"Contractor Employee Acknowledgement and Confidentiality Agreement", Exhibit G2.* The CONTRACTOR shall cause each non-employee performing services covered by the Contract to sign and adhere to the *"Contractor Non-Employee Acknowledgement 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, except for such loss or damage arising from the sole negligence or willful misconduct of the COUNTY.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE REQUIREMENTS

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 Paragraphs 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:

Yvonne Humphrey, Contract Analyst
County of Los Angeles Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room C-01
Downey, CA 90242

- 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.

8.25 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:	$4 million
Products/Completed Operations Aggregate:	$4 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$2 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 **Professional Liability/Errors and Omissions** If CONTRACTOR subcontracts services to a registered dietitian/nutritionist, such Sub-CONTRACTOR shall also maintain Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act with limits of not less than $1 million per occurrence and $2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25.5 **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 Chief Probation Officer, or his designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, or

his designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR'S invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Chief Probation Officer, or his designee, in a written notice describing the reasons for said action.

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

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS)*, as defined in *Exhibit Q*, 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 Sub-Contractors, bidders, or vendors without regard to or because

of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 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 Paragraph 8.28 when so requested by the COUNTY.

8.28.7 If the COUNTY finds that any provisions of 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 and Housing 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 County of Los Angeles Probation Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

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

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.34 NOTICES

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

8.38.5 CONTRACTOR agrees to be bound by applicable COUNTY disallowed cost procedures, rules and regulations, and to repay COUNTY any amount, with its earned interest, which is found to violate the terms of this Contract or applicable provisions.

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 Sub-CONTRACTOR;

- 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 Sub-Contractor in the same manner and to the same degree as if such Sub-Contractor(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 Sub-Contractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Sub-Contractors 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor maintains all the programs of insurance required by the COUNTY from each approved Sub-Contractor. The CONTRACTOR shall ensure delivery of all such documents to:

Yvonne Humphrey, Contract Analyst
County of Los Angeles Probation Department
Contracts & Grants Management Division

before any Sub-Contractor employee may perform any work hereunder.

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

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 8.14 - CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program, shall constitute default by the CONTRACTOR 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 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 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 Sub-Contractor, 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 Sub-Contractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Sub-Contractor, 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 Sub-Contractor 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 "Sub-Contractor" and "Sub-Contractors" mean Sub-Contractor(s) at any tier.

8.43.4 If, after the COUNTY has given notice of termination under the provisions of Paragraph 8.43, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of 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 Paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the COUNTY provided in 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 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 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. (Exhibit P).

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

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

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 subparagraph 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 Sub-Contractor engaged by the CONTRACTOR to perform services for the COUNTY under the Contract. If the CONTRACTOR uses any Sub-Contractor to perform services for the COUNTY under the Contract, the Sub-CONTRACTOR 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 THIS SECTION IS INTENTIONALLY OMITTED

9.3 THIS SECTION IS INTENTIONALLY OMITTED

9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.4.1 COUNTY shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the CONTRACTOR'S work pursuant to this Contract. The CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the COUNTY all of the CONTRACTOR'S right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the CONTRACTOR'S work under this Contract.

9.4.2 During the term of this Contract and for five (5) years thereafter, the CONTRACTOR shall maintain and provide security for all of the CONTRACTOR'S working papers prepared under this Contract. COUNTY shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.4.3 Any and all materials, software and tools which are developed or were originally acquired by the CONTRACTOR outside the scope of this Contract, which the CONTRACTOR desires to use hereunder, and which the CONTRACTOR considers to be proprietary or confidential, must be specifically identified by the CONTRACTOR to the COUNTY'S Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the CONTRACTOR as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.4.4 The COUNTY will use reasonable means to ensure that the CONTRACTOR'S proprietary and/or confidential items are safeguarded and held in confidence. The COUNTY agrees not to reproduce, distribute or disclose to non-COUNTY entities any such proprietary and/or confidential items without the prior written consent of the CONTRACTOR.

9.4.5 Notwithstanding any other provision of this Contract, the COUNTY will not be obligated to the CONTRACTOR in any way under Sub-paragraph 9.4.4 for any of the CONTRACTOR'S proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.4.3 or for any disclosure which the COUNTY is required to make under any state or federal law or order of court.

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

9.5 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

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

9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that COUNTY'S continued use of such item is formally restrained,

enjoined, or subjected to a risk of damages, the CONTRACTOR, at its sole expense, and providing that COUNTY'S continued use of the system is not materially impeded, shall either:

- Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or

- Replace the questioned equipment, part, or software product with a non-questioned item; or

- Modify the questioned equipment, part, or software so that it is free of claims.

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

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 O1)* 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 before the CONTRACTOR may place an employee at the County of Los Angeles Probation Department.

9.7 ARTIFICIALTRANS FAT REDUCTION (ATFR) PROGRAM

9.7.1 CONTRACTOR agrees that it will participate in the COUNTY'S Artificial Trans Fat Reduction (ATFR) Program, which mandates that no foods containing 0.5 gram or more of artificial trans fat per serving be stored, distributed, held for service, and/or used in the preparation of any menu item or in the Concession Premises, except for food that is being served directly to consumers in a manufacturer's original sealed package, as more specifically set

forth in Exhibit N hereto. CONTRACTOR shall provide the written certification attached hereto as Exhibit N stating that it has reviewed and is familiar with the requirements of the ATFR Program and will promptly obtain approval as a participant from the COUNTY'S Public Health Department. Further information can be found at www.lapublichealth.org.

9.7.2 Within 5 days of the COUNTY'S execution of this Contract, CONTRACTOR shall submit to the COUNTY'S Public Health Department all required application materials for participation in the ATFR Program, and shall thereafter diligently pursue approval as an ATFR participant. CONTRACTOR'S failure to do either of the foregoing shall constitute a material breach of this Contract and shall be grounds for immediate termination by the COUNTY. COUNTY shall have the right, in its sole discretion, to extend the time limit for submission of any and all application documents.

9.7.3 Upon COUNTY'S approval of the CONTRACTOR'S participation in the ATFR Program, CONTRACTOR shall have the same rights and obligations as any voluntary member of the ATFR Program (e.g., use of Program decal/logo, status updating, etc.), except for the right to terminate participation and as otherwise set forth herein.

9.7.4 In addition to any remedies provided the COUNTY by the ATFR Program's rules, any failure by CONTRACTOR to comply with the ATFR Program standards shall constitute a material breach of this Contract entitling the COUNTY to terminate the Contract in its entirety or, if the CONTRACTOR provides service to multiple Concession Premises, with respect to the non-compliant facility. Prior to and/or in lieu of termination, the COUNTY may also, at its discretion, do any or all of the following:

9.7.4.1 Impose liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from CONTRACTOR'S breach of Paragraph 9.6 of this Contract. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is $100 per day per non-compliant facility and that CONTRACTOR shall be liable to COUNTY for that amount.

9.7.4.2 Require removal of all ATFR Program logo, signage and other advertising materials from the non-compliant Concession Premises and from any other location where such materials are used by the CONTRACTOR, including

without limitation menus, menu boards, and dining table tent cards.

9.7.4.3 Require CONTRACTOR to cure its non-compliance with ATFR Program standards within a period prescribed by the COUNTY, in its discretion.

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

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

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

By _____
DEPUTY

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

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

By _____
Deputy

Morrison Management Specialists, Inc.

By _____

Ed Clark
Name (Typed or Printed)

BVP
Title

1-14-13
Date

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

40 APR 9 2013

SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

JOHN F. KRATTLI
COUNTY COUNSEL

By _____ January 11, 2013
MILLICENT L. ROLON DATE
PRINCIPAL DEPUTY COUNTY COUNSEL

77929

EXHIBIT A

Statement of Work
Food Services at Barry J. Nidorf Juvenile Hall

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EXHIBIT A

STATEMENT OF WORK

1.0 SCOPE OF WORK

The CONTRACTOR shall provide from 1,200 to 2,500 meals each day at Barry J. Nidorf Juvenile Hall (BJNJH). The anticipated average number of meals to be served per day is 1,600. This includes breakfast, lunch, dinner, night meals, sack lunches, and special diet meals. However, the actual number of meals served per day may be less than or greater than the above figures due to unpredictable facility population.

2.0 SPECIFIC TASKS

2.1 The CONTRACTOR shall provide meals for breakfast, lunch and dinner which must be delivered to approximately 19 serving areas for minors and staff each day at fixed times. There shall not be more than 14 hours between dinner and breakfast meals, unless an hours of sleep (HS) snack is provided.

2.1.1 CONTRACTOR shall provide early breakfasts and late lunches in one or two of the serving areas as identified by the Services Director.

2.1.2 A noon meal, consisting of the same day's food items (e.g. chicken enchiladas vs. chicken quesadilla), shall be served to staff members and guests on weekdays in the staff dining room or other designated areas as identified by the Services Director.

2.1.3 A soup and salad bar shall be served at lunch and dinner in staff dining room. The soup and salad bar shall not be broken down until the end of the lunch and dinner meal.

2.1.4 Night meals shall be served at a time designated by Superintendent or designee at one serving area for staff assigned to the night shift. These meals shall be the same as either the lunch meal or dinner meal.

2.1.5 CONTRACTOR shall prepare sack lunches for weekday and weekend purposes when ordered by the Superintendent or Services Director.

2.1.6 Medical and Modified Diets/Diet Manuals

Medical diet meals, such as diabetic meals, may be required and shall be prepared by CONTRACTOR as ordered by medical staff on an as-needed basis. CONTRACTOR shall consult with its own Registered Dietitian or Probation Food Services Consultant to ensure that appropriate diet requirements are met.

An up-to-date medical diet manual as reviewed by the Probation Food Services Consultant/Registered Dietitian and approved by a physician authorized by the County of Los Angeles Probation Department must be maintained and used by CONTRACTOR. The medical diet manual must be kept at the work site as a guide for the preparation of modified diet meals as required by Title 15 guidelines. Diets to be covered may include but are not limited to the following: liquid, low sodium, low fat, calorie restricted, diabetic, soft, bland, and wired-jaw. The specific medical and modified diets to be provided by the CONTRACTOR are contained in the Medical Diet Manual and are subject to change.

2.2 Meal Count Orders

Counts for each breakfast, lunch, dinner, night meal, sack lunches and meals to be served in the dining room will be provided to the CONTRACTOR two (2) hours prior to the time these meals are served or by standing order.

2.3 Tickets for Staff Dining Room Meals

Meals will be served in the staff dining room only to those employees or guests presenting tickets or approved by the Superintendent or Services Director.

2.4 Meal Counts

2.4.1 The meals ordered above, including special diet meals, constitute the meal count for the Contract.

2.4.2 The CONTRACTOR and the Superintendent or Services Director will reconcile meal counts daily. In the event of any dispute regarding meal count and subsequent charges, the Superintendent or Services Director shall resolve any discrepancy by using the count of the actual number of meals received, unless it exceeds the number of meals ordered, in which event that number will prevail. In the event of any dispute, the meal count figures of the Superintendent or Services Director shall prevail.

2.5 Supply of Food Items

The CONTRACTOR shall provide all food for meals specified in this Contract.

2.6 Meal Times

The CONTRACTOR shall provide meals at fixed times (weekdays usually at 6:30 a.m., 11:35 a.m. and 5 p.m.; weekend - usually at 7:00 a.m., 11:45 a.m. and 5:15 p.m.) as determined by the Superintendent or Services Director. No deviations are permitted without the express written permission of the Superintendent or Services Director.

2.7 Menu

2.7.1 The CONTRACTOR shall follow the attached five (5) week cycle menu containing portion sizes *(Refer to Exhibit T)*

2.7.2 Deviations requested by the CONTRACTOR from the authorized menu (for minors) must be approved by the Food Services Consultant/Registered Dietitian and must be in accordance with the Food Services Plan policy (reference 7 CFR 210.16(b)(1)) and documented on the menu and Food Based Menu Production Record. *(Refer to Exhibit V)*.

2.8 Menu Production Records

Menu production records must be maintained to demonstrate that the required number of food components and food items or menu items in the proper quantities are prepared and offered on a given day. (Refer to Exhibit V)

In order to document that meals claimed for reimbursement meet the National School Lunch Program (NSLP) and School Breakfast Program (SBP) requirements, the following information must be maintained on file between program reviews conducted by the State as well as available during their reviews:

2.8.1 Date and site(s): The date the menu was served and the site or sites where it was served.

2.8.2 Menu or Food Items: All planned items, including all choices, types of milk, dessert, and substitutions; listed menu shows that all food components are present.

2.8.3 Offer versus Serve – Yes or No: Indicate whether offer versus serve is in effect for this MPR.

2.8.4 Recipes and/or products: Specific recipes and food products; name of the food and form; recipe number if USDA; if processed, brand name and code number.

2.8.5 Age group or grade of students served: The age group or grade being served. Adjusted portion sizes for age group or grade specified must be shown for menu items, recipes, and products.

2.8.6 Portions or serving sizes, both planned and served: Portion size served must be the same as planned. If portion size is adjusted for age, a separate line must be used.

2.8.7 Contribution to the meal pattern: The contribution to the meal pattern for each food.

2.8.8 Total projected servings: Forecasted or predicted approximate number of servings needed for each menu item.

2.8.9 Amount of food used: Verifies that the planned menu was actually prepared and served and must be recorded in common units of measure, e.g., number, size, weight or volume and be traceable to itemized receipts with the purchase unit such as #10 can or pound.

2.8.10 Actual servings: A separate record of the number of servings of each item served to students, adults, and as a la carte sales.

2.8.11 Leftovers: A record of leftovers and how the leftovers will be used or discarded.

2.8.12 Condiments or Extras: All condiments served as part of the reimbursable meal, including gravy, butter, margarine, mayonnaise, relish, ketchup, mustard, and salad dressing.

2.9 Food Quality Standards

2.9.1 All food items must meet quality, quantity and temperature standards, as established by the State School Lunch Program, COUNTY Health Services Department, Corrections Standards Authority, and State health regulations, at the time of serving *(Refer to Exhibit U).*

2.9.2 Food for minors must be purchased from an “approved source” in accordance with the 2009 California Food Code and Food Services Plan policy.

2.9.3 Processed foods must have a Child Nutrition (CN) label or specifications and certifications that confirm the product meets required standards from the manufacturer must be kept on file.

2.9.4 All potentially hazardous food shall be kept at or above 135° F. (hot foods); or held at or below 41° F. (cold foods) at all times. Potentially hazardous food is defined as food capable of supporting rapid and progressive growth of microorganisms that may cause food infections or intoxications (does not include edible shell eggs).

2.9.5 Specific details regarding the menu, minimum standards, sack lunch definition and specific holidays subject to menu variations are included as a part of *Exhibit U.*

2.9.6 No foods containing 0.5 grams or more of artificial trans fat per serving can be stored, distributed, held for service, and/or used in the preparation of any menu item or on the premises, except for food that is being served directly to consumers in a manufacturer’s original sealed package.

2.9.7 The CONTRACTOR shall comply with sodium restrictions as per Juvenile Title 15 Regulations and NSLP and SBP regulations.

2.9.8 The CONTRACTOR shall purchase and serve only 100% fruit juice with no added sweeteners when fruit juice is indicated on the 5-week cycle menu. When vegetable juice is on the 5-week cycle menu, the CONTRACTOR shall purchase and serve low sodium vegetable juice as per Food and Drug Administration definitions which indicate low sodium is “140 mg or less per RACC”. For this purpose, the Reference Amounts Customarily Consumed (RACC) for vegetable juice is 4 to 6 ounces.

2.9.9 The CONTRACTOR shall purchase and serve only fat-free or 1% fat milk as indicated on the 5-week cycle menu, with no added sweeteners. Yogurt, when offered on the 5-week cycle menu, will be fat free or low fat without added sweeteners or if there are sweeteners only yogurts with reduced or less sugar shall be purchased and served. The CONTRACTOR shall purchase and serve low fat cheeses.

2.9.10 The CONTRACTOR shall purchase and serve only canned fruits or frozen fruits that are packed in their own juices or water, with no added sweeteners.

2.9.11 The CONTRACTOR shall purchase and serve only low-sodium canned vegetables as per FDA definitions which indicated low sodium is “140 mg or less per RACC”.

2.9.12 The CONTRACTOR shall purchase and serve low-fat cholesterol-free mayonnaise; reduced sodium soy sauce; low sodium ketchup; and low-fat, low-sodium and low-calorie salad dressings if indicated on the 5-week cycle menu. Low fat is 3mg or less per 50mg. Cholesterol free is less than 2mg per RACC and per labeled serving. Reduced or less sodium is at least 25% less sodium per RACC. Low sodium is 140mg or less per 50mg and low calorie is 40 calories or less per 50mg.

2.9.13 The CONTRACTOR shall notify COUNTY of their inability to purchase and serve low fat, low cholesterol, low calorie or low sodium food items.

2.9.14 The CONTRACTOR shall purchase and serve California grown and produced food when that option is available and affordable.

2.9.15 The CONTRACTOR shall not purchase or serve to minors foods that meet the U.S. Department of Agriculture definition of Foods of Minimal Nutritional Value (FMNV). These foods include: Soda water, water ices, chewing gum, certain candies (hard candy, jellies, gums, marshmallows candies, fondant, licorice, spun candy, candy coated popcorn). For further details, refer to: http://www.fns.usda.gov/cnd/menu/fmnv.htm

2.9.16 The CONTRACTOR shall comply with all nutrition guidelines outlined in this agreement, as well as any future Board of Supervisor policies concerning nutrition guidelines, Juvenile Title 15 Regulations, and NSLP and SBP regulations.

2.9.17 The Contractor shall comply will all applicable requirements of the Buy American provision in the NSLP and SBP, 7 code of Federal Regulations (CFR). The Buy American provision requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. A domestic commodity or product is one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. “Substantially using” means over 51 percent of the final processed

product consists of agricultural commodities that were grown domestically.

2.10 Portion Sizes

2.10.1 The portions and sizes to be served by the CONTRACTOR are described in *Exhibits R, U and V o*r as otherwise required by the Probation Food Services Consultant/Registered Dietitian. These portions are in accordance with Federal regulations for the NSLP, the SBP, Board of State and Community Corrections (BSCC) and Title 15 guidelines.

2.11 Additional Food Items to be Supplied

2.11.1 Only snacks indicated on the 5-week cycle menus or snacks that have been ordered by a physician for a particular minor who has a medical condition which requires them to receive supplemental foods/snacks may be provided to minors.

2.11.2 The CONTRACTOR shall provide and maintain stocks of food items (fruits, milk and breakfast foods), to be served by County of Los Angeles Probation Department staff to minors as a substitute meal, after regular meal hours, at serving areas designated by the Superintendent or Services Director. CONTRACTOR may also be required to provide and maintain supplies of coffee at locations designated by Superintendent or Services Director.

2.11.3 Only a physician can order special nutritional items, supplements or snacks for a particular minor who has a medical condition that requires such.

2.11.4 The method of computing charges for additional food items and special nutritional items beyond those listed in the 5-week cycle menu must be proposed by CONTRACTOR. Charges will be paid through a separate invoice, listing quantity and price. Separate charges must be pre-approved by Superintendent and/or Services Director.

2.12 Consumable Supplies

Consumable paper and plastic supplies (e.g. dishes, silverware, cups etc.) pursuant to COUNTY specification which will be required at serving locations designated by the Superintendent or Services Director shall be provided by the CONTRACTOR. Consistent with the COUNTY'S effort to become more environmentally friendly, the purchase and/or use of expanded polystyrene food containers (styrofoam) is prohibited.

2.13 Pre-Meal Preparation

2.13.1 CONTRACTOR shall be responsible for preparation/setup of serving locations and tables prior to meal as may be required by the food delivery system used.

2.13.2 All final preparation shall be done not more than four (4) hours prior to the serving time of the meal.

2.13.3 All vegetables must be cooked the same day they are to be served.

2.13.4 No foods shall be prepared more than one (1) day before serving, unless they are commercially prepared frozen foods.

2.13.5 Leftovers shall be labeled and dated as to date of preparation and shall not be stored more than three days in the refrigerator.

2.13.6 COUNTY shall not pay for meals that are spoiled or unwholesome at delivery, do not meet NSLP, SBP and Title 15 requirements or otherwise do not fulfill the specifications of the Contract.

2.14 Preparing and Serving Food

2.14.1 COUNTY will make available the existing kitchen facility and the hot & cold food cart service system used for delivering meals to the various serving areas.

2.14.2 CONTRACTOR shall provide additional pots, pans, serving trays, utensils and other small items required in the kitchen and serving areas.

2.14.3 CONTRACTOR must maintain food carts in good working condition at all times, including proper temperature. Any damaged carts such as electrical cords exposed, etc. should be placed out of service until repaired.

2.14.4 Meals will be served within sixty (60) minutes of being plated.

2.15 After Meal Clean-up

2.15.1 After meals are concluded, CONTRACTOR shall remove food carts, disposable plastic and paper supplies from the serving areas and return them to the kitchen.

2.15.2 CONTRACTOR shall clean the kitchen, dining rooms which are not an integral part of the living units, and pantries used by CONTRACTOR following the serving of each meal.

2.15.3 All pots, pans, dishes, utensils and flatware are to be washed at a temperature of from 140° F. to 160° F. Final rinse temperature is to be 180° F. or a sanitizing agent is to be used.

2.15.4 All work areas, work tables, sinks, stoves, ovens and mixers must be washed and sanitized after each meal.

2.15.5 Trash and garbage from units, pantries and all other areas served by CONTRACTOR shall be removed by the CONTRACTOR within one (1) hour after completion of food service. All trash and garbage shall be removed by the CONTRACTOR to the facility trash site, stored in impervious containers, and the trash site cleaned.

2.15.6 All large equipment, including walk-in and reach-in refrigerators, large ovens, hoods, vents and warmers must be washed and sanitized at least once a week.

2.16 Bonding

Employee bonding is required. CONTRACTOR shall be responsible for furnishing insurance certificate or proof of coverage.

2.17 Control

The COUNTY will retain control of the quality, extent and general nature of the food service program, and the prices to be charged for minor and adult meals.

2.18 Inventory, Accounting and Reporting

The inventory, accounting and reporting requirements of the NSLP must be met by CONTRACTOR and such reports given to the County of Los Angeles Probation Department Business Office. CONTRACTOR shall prepare food production worksheets for breakfast, lunch, and dinner meals prior to the day of service *(Refer to Exhibit V)*. The worksheets must reflect all California School Lunch Program requirements. CONTRACTOR shall maintain records that COUNTY needs to support its claim for reimbursement. CONTRACTOR must report this information to COUNTY at the end of each month.

2.19 Suspension and Debarment Certification

The California Department of Education School Nutrition Program - Suspension and Debarment certification must be completed by the CONTRACTOR each time the Probation/School Food Authorities (SFA) renews or extends an existing Contract that exceeds $100,000. In these instances, the Probation/SFA must obtain a completed Suspension and Debarment Certification from either the potential proponent or existing CONTRACTOR before any transactions can occur between the sponsor and the proponent or CONTRACTOR (7 Code of Federal Regulations, Part 3017.110). This certification is required as part of the original proposal, Contract renewal, or Contract extension to assure the Probation/SFA that neither the proponent nor any of its key employees have been proposed for debarment, debarred, or suspended by a Federal Agency. The completed certification is to be attached to the signed Contract and maintained on file by the SFA *(Refer to Exhibit Y).*

2.20 Emergency Food To Be Kept On Hand

The emergency food kept on hand by the CONTRACTOR must be either a two (2) week supply or a one week (7 day) supply of emergency food on hand and another one week (7 day) supply must be confirmed available off-site via a confirmed agreement, in writing, with a vendor(s) who will provide, by delivery, before the 7th day of an emergency to the facility. The food that must be available and deliverable from the vendor(s) is as follows:

2.20.1 A seven (7) day supply of meat/meat alternative – enough to provide the NSLP/NSP and Title 15 required amounts on a daily basis.

2.20.2 A seven (7) day supply of bread/cereal/grain – enough to provide the NSLP/NSP and Title 15 required amounts on a daily basis.

2.20.3 A seven (7) day supply of fruits/vegetables – enough to provide the NSLP/NSP and Title 15 required amounts on a daily basis.

2.20.4 A seven (7) day supply of milk/dairy – enough to provide the NSLP/NSP and Title 15 required amounts on a daily basis.

2.20.5 A seven (7) day supply of snack foods (fruit, crackers, granola bars, cookies, etc.) – enough to provide the Title 15 required amounts on a daily basis.

The amount and kind of emergency food to be kept on hand and/or made deliverable by vendor(s) shall be agreed upon between the Probation

Food Services Consultant/Registered Dietitian and the CONTRACTOR. CONTRACTOR shall provide a copy of their agreement with the food vendor(s) to the Probation Food Services Consultant/Registered Dietitian.

2.21 EMERGENCY CONDITIONS / INOPERABLE FACILITY

2.21.1 Emergency Conditions

In the case of emergency or unusual event, all employees of CONTRACTOR located on-site shall be subject to direction of the Superintendent or Services Director. CONTRACTOR and its employees shall cross picket lines and provide services Contracted for during any work action or strike, to the extent permitted by law, including the National Labor Act and any similar State law. In the event of a COUNTY labor dispute which affects the delivery of services hereunder, CONTRACTOR may submit to Superintendent or Services Director a claim for additional costs incurred in providing food service. Such claim shall be submitted to COUNTY Board of Supervisors for approval. This procedure shall also be followed when other emergencies not related to work action occur.

2.21.2 Inoperable Facility

In the event COUNTY'S facility, kitchen, or part thereof, becomes inoperable due to fire, earthquake, flood, riot or other event outside the control of CONTRACTOR, additional expenses to provide the Contract services, as agreed to by the Superintendent or Services Director, shall be borne by the COUNTY in the event the COUNTY elects to continue the Contracts; however, should such event outside the control of the CONTRACTOR cause the Contracts to be inoperable, the COUNTY shall have the right to terminate the Contracts without further obligations for food services.

2.22 FOOD, EQUIPMENT & UTENSIL REIMBURSEMENT

2.22.1 Staples and Consumable Supplies

If applicable, a food staples and consumable supplies inventory will be taken prior to the start of the Contract by the CONTRACTOR and COUNTY. All of these items will be given a dollar value based on cost of purchase. COUNTY shall receive a credit against the Contract payments based upon this agreed-upon dollar value.

2.22.2 Equipment, Utensils and Non-Consumable Supplies

2.22.2.1 A complete inventory of all equipment, utensils and non-consumable supplies as well as their specific condition will be taken by the CONTRACTOR and the COUNTY at the start of the Contract. Another inventory will be taken at the close of the Contract. All equipment and utensils must be returned to COUNTY in the same condition as received, less consideration for normal wear and tear.

2.22.2.2 CONTRACTOR shall reimburse COUNTY, at a reasonable cost to be determined by the Superintendent or Services Director, for the missing or broken COUNTY equipment, utensils or non-consumable supplies at the close of the Contract or COUNTY may offset said cost against any monies due to CONTRACTOR from COUNTY.

2.23 MAINTENANCE, REPAIR & MODIFICATION OF FACILITY & EQUIPMENT

2.23.1 Condition of Kitchen at Contract Inception

COUNTY will provide complete, operable and sanitary kitchen at Contract inception.

2.23.2 Equipment Changes/Additions and Facility Alterations/Repairs Deemed Necessary by CONTRACTOR

CONTRACTOR shall describe the equipment, if any, necessary to supplement or replace existing COUNTY equipment and the COUNTY facility alterations/repairs, if any necessary, to support CONTRACTOR'S service hereunder. Such description shall include, but not be limited to: a list of equipment, including the price (less investment tax credit); quantity of items, serial numbers (if applicable); a detailed description of the equipment and a detailed statement of any installation costs and/or any alterations/repair costs.

2.23.2.1 Facility Alterations

2.23.2.1.1 In the event that the Contract results in the alterations/repair of any COUNTY facility by CONTRACTOR, then prior to the commencement of any such alterations/repair CONTRACTOR shall

obtain prior written approval of the plans and specifications for such alterations/repair from the County of Los Angeles Probation Department and the Internal Services Department. The Internal Services Department may condition its approval upon the posting of such performance, labor and material bonds (with COUNTY named as an additional obligee) as will assure the satisfactory and timely completion of the proposed alterations/repair.

2.23.2.1.2 In the event that the Contract results in any alterations/repair of a COUNTY facility where the estimated costs of such alterations/repair, including labor and material, exceeds ten thousand dollars ($10,000), then the alterations/repair may be subject to the competitive bidding requirements of State law.

2.23.2.1.3 The financing and acquisition of any such equipment and the alterations/repair of any COUNTY property will be subject to the provisions of the State Constitution, statutes, regulations and COUNTY ordinances as well as prior approval of the COUNTY including the Chief Probation Officer and other concerned officers.

2.23.3 <u>EQUIPMENT AND OTHER PERSONAL PROPERTY</u>

2.23.3.1 Except as otherwise provided in below, all equipment and other personal property which will be acquired by purchase or lease for the performance of services hereunder, which will be paid for by COUNTY, and which may be or may become COUNTY property, may be acquired by COUNTY'S Internal Services Department either from CONTRACTOR or from any other provider, except that consumable items pertaining to the performance of services by CONTRACTOR

hereunder (e.g., raw food, cleaning supplies) may be acquired independently by CONTRACTOR.

In the acquisition of all equipment and other personal property for services hereunder, CONTRACTOR shall comply with all requirements of Superintendent or Services Director and COUNTY'S Internal Services Department. All deliveries of equipment and other personal property shall be at times and on routes approved by Superintendent or Services Director.

2.23.3.2 All equipment to be used by CONTRACTOR for the performance of services hereunder shall be subject to the prior approval of Superintendent or Services Director.

2.23.3.3 CONTRACTOR shall purchase as described pursuant to Sub-paragraph 2.27.2. The cost of any such equipment which is purchased by CONTRACTOR shall be depreciated/amortized fully on a straight line monthly basis over the period from the date of acquisition by CONTRACTOR to and including the expiration of 84-months following implementation of Contract.

CONTRACTOR shall be responsible for normal and appropriate equipment installation. If necessary, CONTRACTOR shall reimburse COUNTY for any costs incurred by COUNTY, as determined by COUNTY, to install such equipment or COUNTY may deduct such costs from any amounts due to CONTRACTOR from COUNTY hereunder.

The time for acquisition of such equipment shall be in accordance with a schedule approved by Superintendent or Services Director. CONTRACTOR shall purchase equipment in a timely manner consistent with the needs of the COUNTY. For this Contract's purpose timeliness is defined as 30-45 days following approval of Superintendent or Services Director.

2.24 <u>AMORTIZATION – COUNTY PROPERTY</u>

Any new equipment purchased, installed and amortized by CONTRACTOR in performance of this Contract and/or any alterations, modifications or repairs of the facility will become COUNTY property, except as provided in Paragraph 2.28 below. At the expiration of 12

months following implementation of Contract, title to all such equipment shall be transferred to COUNTY without any charge to COUNTY.

CONTRACTOR shall submit the New Equipment Inventory Form to COUNTY Program Manager 10 working days after receipt of such equipment.

2.25 CARE AND MAINTENANCE EQUIPMENT

CONTRACTOR shall be responsible for all equipment which requires human effort to operate, including but not limited to: dishwashers, mixers, toasters, and trams, food carts, ovens and stoves. The CONTRACTOR will have the direct responsibility for maintaining the above equipment in working condition at all times. (*Refer to Exhibit X)*

2.26 EQUIPMENT REPLACEMENT

If the CONTRACTOR uses COUNTY equipment, etc., the COUNTY will replace equipment and utensils which are damaged or worn out when their repair or further maintenance is not considered by the COUNTY to be economically feasible and it has been determined by the COUNTY that there has not been negligence on the part of the CONTRACTOR. The CONTRACTOR must pay the COUNTY for the cost of replacing equipment and utensils, less normal depreciation, if the CONTRACTOR is found by the COUNTY to have been negligent in their use, care, control and/or maintenance.

2.27 DAMAGE TO FACILITY, BUILDING OR GROUNDS

2.27.1 CONTRACTOR will repair, or cause to be repaired, at their own cost, any and all damage to facilities, building, or grounds caused by CONTRACTOR, employees of CONTRACTOR, or persons for companies making pick-ups from or deliveries to CONTRACTOR. CONTRACTOR shall be responsible for the maintenance and repair of the interior of the kitchen, and pantries and serving areas under its exclusive use and control. Such repairs or due diligent efforts to begin such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no case later than thirty (30) days after occurrence.

2.27.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All monies paid by and costs incurred by COUNTY for such repairs shall be repaid by CONTRACTOR upon demand, or COUNTY may offset the cost of the repairs against any monies due to CONTRACTOR from the COUNTY.

2.28 EQUIPMENT PURCHASE OPTION

In the event that the Contract is terminated prior to completion of the 12-month period, COUNTY shall have the option to purchase any such equipment purchased by CONTRACTOR by paying CONTRACTOR the cost of such equipment less accumulated prior payments.

In the event that the Contract is terminated prior to completion of 12-month period and COUNTY does not exercise such option to purchase such equipment, then:

2.28.1 CONTRACTOR may enter COUNTY premises where such equipment is located and take possession of such equipment and retain all prior payments regarding such equipment as full compensation for their use and depreciation.

2.28.2 If CONTRACTOR takes possession of such equipment then CONTRACTOR shall reimburse COUNTY for any costs incurred by COUNTY, as determined by COUNTY, to restore COUNTY'S premises to the condition as existed prior to the installation of such equipment or COUNTY may deduct such costs from any amounts due to CONTRACTOR from COUNTY.

2.29 INSPECTIONS

2. 29.1 Inspection of Food

CONTRACTOR guarantees the quality and wholesomeness of all food served notwithstanding any inspections or supervision by the Superintendent, Services Director, designee and/or Probation Food Services Consultant/Registered Dietitian.

2.29.2 Inspection of Food Preparation and Serving Areas

The kitchen, staff dining room and serving areas shall be accessible and subject to inspection by the Superintendent, Services Director, designee and/or County of Los Angeles Probation Food Services Consultant/Registered Dietitian at any time. These persons may sample any of the food served for any meal.

2.29.3 Inspection of Off-Site Areas

In the event food is stored or prepared off-site, the Superintendent, Services Director, designee and/or Probation

Food Services Consultant/Registered Dietitian shall have the right to inspect such location(s) at any time.

Inspection of books and records which pertain to the COUNTY'S feeding operation shall be made available for inspection by either COUNTY, State or Federal representatives at any time without prior notice during normal office hours.

2.29.4 Inspection by Other Agencies

The kitchen, staff dining room, serving areas and/or any off-site food preparation or storage location(s) used by the CONTRACTOR shall be subject to inspection by any authorized COUNTY staff and staff of other appropriate public entities responsible for inspection of COUNTY Juvenile facilities.

2.29.5 Inspection of Equipment

The COUNTY reserves the right to conduct periodic inspection and audits concerning the condition of all assigned kitchen components and equipment during the term of this Contract. CONTRACTOR shall report all building and equipment deficiencies to the Services Director prior to making any alterations for repairs.

2.30 SECURITY OF SUPPLIES AND EQUIPMENT

CONTRACTOR is responsible for and must provide security for all supplies and equipment used in the course of the Contracts in the kitchen building, pantries, dining rooms and those serving areas under their exclusive control.

2.31 DELIVERY OF SUPPLIES TO FACILITY

Deliveries of supplies to the facility for the kitchen must be at times and on routes acceptable to the Services Director.

2.32 GOVERNMENT OBSERVATIONS

COUNTY and/or personnel from other governmental jurisdictions, other than COUNTY Contract Manager and Quality Assurance Evaluator, may from time to time be authorized by County of Los Angeles Probation Department to observe Contract operations. However, these personnel will not unreasonably interfere with CONTRACTOR'S performance.

2.33 PHOTOCOPY / DUPLICATING

CONTRACTOR must provide for any necessary photocopying/duplicating at his own expense.

2.34 LAWS AND LIMITATIONS

CONTRACTOR agrees to comply with all applicable local, State and Federal laws and regulations including CAL OSHA standards for HIV, Hepatitis B, etc. CONTRACTOR understands that any findings and/or recommendations must conform to the codes, laws, rules and regulations governing the agencies and departments involved. Where CONTRACTOR believes changes in codes, laws, rules and regulations are needed to effect desirable improvements, he/she shall so indicate. Such changes, if deemed appropriate, shall be sought by the COUNTY at its discretion.

2.35 STATE AND FEDERAL REGULATIONS

CONTRACTOR shall read, understand and agree to comply with the obligations imposed by Section 306 of the Federal Clean Air Act, Federal Clean Water Act including Section 508, Executive Order 11738, the Environmental Protection Agency regulations, and any subsequent amendments as may apply to this Contract. Violations of various environmental regulations will be reported to the U.S. Department of Agriculture, Food and Nutrition Services; and the U.S. Environmental Protection Agency (EPA). CONTRACTOR shall not utilize facility listed on the EPA list of Violating Facilities.

CONTRACTOR must comply with all requirements pertaining to the NSLP and SBP and USDA regulations regarding the administration of grants, and all applicable state laws and regulations (Section 2.18.2.8).

CONTRACTOR must comply with Section 103 of the Federal Contract Work Hours and Safety Standards Act, which addresses overtime and compensation. Workers are compensated for hours worked in excess of 40 hours per week at the rate of one and one-half times the basic rate, or COUNTY will not allow overtime.

2.36 PREVAILING WAGES FOR COVERED CRAFTS

2.36.1 CONTRACTOR, its Sub-Contractors, agents, and employees shall be bound by and shall comply with all applicable provisions of the California Labor Code as well as all other applicable Federal, State, and local laws related to labor.

2.36.2 CONTRACTOR, its Sub-Contractors, agents and employees shall pay the prevailing wage rate established by the State Department of Industrial Relations Public Works Payroll Reporting Form to those employees who perform work which is subject to the prevailing wage requirement of the California Labor Code.

2.36.3 CONTRACTOR shall post at each job site, a copy of the determination of the prevailing rate of per diem wages for each craft or type of workman covered by the prevailing wage requirement needed to execute the maintenance position of this Contract and shall certify in writing that the posting of the copy of the determination required by Labor Code Section 1773.2 has been completed.

2.36.4 CONTRACTOR shall collect, maintain and submit on a monthly basis to the County of Los Angeles Probation Department on the form shown on *Exhibit W*, the Department of Industrial Relations Public Works Payroll Reporting Form, for each covered worker who performs work at Barry J. Nidorf Juvenile Hall along with its certification thereof in the form also shown on *Exhibit W*.

2.36.5 CONTRACTOR, its Sub-Contractors, agents and employees shall comply with Labor Code Section 1777.5 with respect to employment of apprentices.

2.36.6 CONTRACTOR, its Sub-Contractors, agents and employees are directed to the requirements of the Labor Code with respect to hours of employment. Eight (8) hours of labor constitute a legal day's work for the covered crafts and neither CONTRACTOR nor any Sub-Contractors hereunder shall require or permit any covered worker to perform any of the covered work described in Exhibit A, for more than eight hours during any one calendar day or more than forty (40) hours during any one calendar week except as authorized by Labor Code Section 1815. For each violation of the provisions of Labor Code Sections 1811 through 1815, CONTRACTOR shall forfeit to the COUNTY the penalty set forth therein.

2.37 <u>WORK OUTSIDE OF SCOPE OF CONTRACT</u>

The CONTRACTOR agrees that any work performed outside the scope of the Statement of Work, 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.

2.38 FOOD SERVICES PLAN

The CONTRACTOR is responsible for following the Department's Food Services Plan, including the associated policies and procedures therein, which has been approved by the Department and is in compliance with Public Health regulations and the Corrections Standards Authority, Title 15, Article 9, Section 1464 guidelines.

2.39 ADDITION / DELETION OF FACILITIES

CONTRACTOR is responsible for providing food and related services for the Barry J. Nidorf Juvenile Hall. Facilities, work force and/or work hours may be added or deleted during the Agreement term upon at least a five (5) calendar day written notice by COUNTY.

A. Facilities may be added to the Contract at an amount agreed between COUNTY and CONTRACTOR at the time of adding the facility. The amount agreed upon shall be consistent with CONTRACTOR'S costs for existing services for similar facilities.

B. Emergency and additional staff or work hours added to an existing facility in the Contract will be compensated at the per meal cost proposed by CONTRACTOR.

C. If additional supplies are required on a regular basis, COUNTY will determine if there is to be an increase in costs.

3.0 QUALITY CONTROL PLAN

CONTRACTOR(s) 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. Prior to the Contract, 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 on *Exhibit Q – Performance Requirements Summary Chart.* It must specify the activities to be inspected on 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 the Contract, *Paragraph 8.38 – Record Retention and Inspection/Audit Settlement.*

3.4 The methods for ensuring uninterrupted service to COUNTY 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 minor records and information are maintained while in the care of CONTRACTOR'S employees.

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

4.0 QUALITY ASSURANCE PLAN

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

COUNTY will evaluate the CONTRACTOR'S performance under this Contract using the quality assurance procedures specified in *Exhibit Q, "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.

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 COUNTY shall have the right to remove any CONTRACTOR personnel performing services under this Contract, who, in the opinion of the COUNTY Program Manager, is unsatisfactory. The CONTRACTOR personnel 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 County of Los Angeles Probation Department. The CONTRACTOR will forward this report to the COUNTY'S Contract 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 COUNTY Program Manager 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 Program 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 Program Manager within five (5) business days, 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 Program Manager within ten (10) business days.

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 Contract Discrepancy Report (CDR) - A report prepared by the COUNTY Contract Manager to inform the CONTRACTOR(s) of faulty service. The

CDR requires a response from the CONTRACTOR(s) explaining the problem and outlining the remedial action being taken to resolve the problem.

5.2 Contractor Project Director - The individual designated by the Contractor to administer the Contract operations after the Contract award.

5.3 COUNTY Contract Manager – Person designated by COUNTY with authority for COUNTY on Contractual or administrative matters relating to this Contract.

5.4 COUNTY Contract Monitor: Person with responsibility to monitor the Contract. Responsible for providing reports to COUNTY Contract Manager and COUNTY Program Manager.

5.5 COUNTY Program Manager - Person designated by COUNTY to manage the daily operations under this Contract.

5.6 Food Services Consultant (Dietitian) – The County of Los Angeles Probation Department employee who is a Registered Dietitian that has the responsibility for ensuring compliance with applicable laws, regulations, etc. as it pertains to nutrition and related food services standards.

5.7 Minor Records - Personal and social history, including criminal information of a minor offender. The records include legal documents and other information, which are confidential. The information is not to be discussed with or disclosed to unauthorized persons as defined by the County of Los Angeles Probation Department.

5.8 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the Contract which will be evaluated by the COUNTY to insure Contract performance standards are met by the CONTRACTOR. (*Refer to Exhibit Q*)

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

5.10 Services Director - Manages the support services at a County of Los Angeles Probation Department Juvenile Hall or at the Challenger Memorial Youth Center.

5.11 Superintendent - The Senior Director of Barry J. Nidorf Juvenile Hall. He/she or his/her designee will make the decisions for the facility.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

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

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

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

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

6.2 Furnished Items

COUNTY shall provide no 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

COUNTY will provide all utilities to the kitchen, including gas, electricity, heat, steam, sewage with traps and water.

Telephones which handle incoming calls and calls within the facilities shall be provided by the COUNTY at the facilities. Any telephone(s) needed for outgoing calls must be provided at CONTRACTOR'S expense.

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 COUNTY Provision of Services

6.2.2.1 COUNTY shall be responsible for maintaining equipment which does not require human effort to operate including, but not limited to, walk-in refrigerators, freezers, fixed plumbing, heating and lights *(Refer to Exhibit X).*

6.2.2.2 COUNTY shall provide fuel to operate food trams.

6.2.2.3 COUNTY shall provide regular weekly extermination service at a pre-scheduled time between 8:00 a.m. and 5:00 p.m.

6.2.2.4 Pickup of trash and garbage from dumpsters at the facility trash site shall be provided at COUNTY expense.

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

6.2.3 Maintenance of Certifications

COUNTY shall maintain applicable health certifications if CONTRACTOR prepares and serves food on COUNTY premises, and will ensure CONTRACTOR meets all State and local regulations when preparing and serving meals. If CONTRACTOR prepares or serves food in a facility not located on COUNTY premises, CONTRACTOR shall maintain State and local health certifications for the facility and shall maintain the certifications for the duration of the Contracts.

6.2.4 Signature Authority

COUNTY shall retain signature authority on the National School Lunch Program and School Breakfast Program Contracts, the Free Policy Statement and the claim for reimbursement. COUNTY shall be responsible for determining eligibility for free meals.

CONTRACTOR

6.3 Contractor Project Director

6.3.1 The CONTRACTOR shall provide its own full-time officer or employee as CONTRACTOR'S Project Director. The CONTRACTOR'S Project Director or an approved alternate shall be available for telephone contact between 8:00 a.m. and 5:00 p.m., every day, including COUNTY holidays. The CONTRACTOR'S Project Director shall provide overall management and coordination of this Contract and shall act as the central point of contact with COUNTY.

6.3.2 When Contract work is being performed at times other than described above, or when the CONTRACTOR'S 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'S Project Director.

6.3.3 CONTRACTOR'S Project Director must have a minimum of three (3) years of demonstrated experience within the last five (5) years in providing food services.

6.3.4 CONTRACTOR'S Project Director/alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of the Contract. CONTRACTOR'S Project Director/alternate shall be able to effectively communicate in English, both orally and in writing.

6.3.5 CONTRACTOR'S Project Director shall be available every day from 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

6.3.6 COUNTY shall the right of review and approval of the CONTRACTOR'S Project Director. COUNTY shall have the right of removal of the CONTRACTOR'S 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 performing services under this Contract.

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

6.4.3 All personnel must be able to read, write, spell, speak and understand English.

6.4.4 The COUNTY reserves the right to preclude the CONTRACTOR staff from performing services under this Contract. The CONTRACTOR shall be responsible for immediately removing and replacing within twenty-four (24) hours, any employee from work on this Contract, when requested to do so by the COUNTY Contract Manager.

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

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

6.4.7 The CONTRACTOR'S Project Director shall meet monthly, or as requested by COUNTY, with the COUNTY Program Manager and other designated staff, including the COUNTY Contract Monitor and inspect the facilities to ensure the quality of the services being performed. A summary report of their findings, including any deficiencies, will be prepared by the COUNTY 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 CONTRACTOR'S Project Director shall inspect the food service 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 CONTRACTOR'S Project Director and the appropriate County of Los Angeles Probation Department staff member(s) shall meet monthly, or as determined by COUNTY, to; (1) evaluate the food and related

services program; and (2) to solve problems within a time frame designated by the COUNTY Program Manager.

6.4.10 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.

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

6.4.12 CONTRACTOR shall be required to background check their employees as set forth in Paragraph 7.4 – Background & Security Investigations, of this Contract.

6.5 CONTRACTOR Employee Acceptability

6.5.1 CONTRACTOR shall provide the Superintendent or Services Director with a current list of employees, on a monthly basis.

6.5.2 CONTRACTOR shall provide the COUNTY Program Manager and COUNTY Contract Manager with a current list of employees and keep this list updated during the Contract period.

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

6.5.4 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 staff the COUNTY Program Manager determines is inimical to the public or County of Los Angeles Probation Department clientele during the performance of their job, or which otherwise made it inappropriate for such persons to be in contact with the public or County of Los Angeles Probation Department clients.

6.5.5 CONTRACTOR'S Security Requirements

6.5.5.1 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 all times while he/she is within the confines of each facility.

6.5.5.2 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; must not have social contact with minors in Barry J. Nidorf Juvenile Hall or after a minor's release from the facility; and are otherwise subject to all rules and regulations of the facility; and must conduct themselves in a reasonable manner at all times.

6.5.5.3 CONTRACTOR shall immediately report to the COUNTY Program Manager the name(s) of any detainee(s) in the facility who is a close friend or relative to CONTRACTOR'S staff assigned to Barry J. Nidorf Juvenile Hall.

6.5.5.4 CONTRACTOR shall immediately report to the Facility Superintendent or Services Director any accidents and/or loss of kitchen utensils, equipment and, supplies. CONTRACTOR will make counts of utensils after each meal, and as directed by the Superintendent or Services Director, for security and inventory purposes. A record of the counts will be maintained by CONTRACTOR subject to COUNTY inspection and review.

6.5.5.5 CONTRACTOR'S employees shall enter through only one location in the facility (Key Center) and are not permitted on the grounds other than coming to or leaving the kitchen on the way to work or after work or in the course of providing service to the facility.

6.5.5.6 CONTRACTOR'S employees will be required to Sign In and Sign Out on the Visitor's Log; and the Log will

also serve to show the time and date(s) food services staff was in the facility.

6.5.5.7 Keys and pictured ID tokens issued by the COUNTY to CONTRACTOR'S employees for areas other than the kitchen must be picked up and left with the Key Center daily. CONTRACTOR shall immediately report to the Superintendent or Services Director any loss of key and/or ID tokens.

6.5.5.8 CONTRACTOR will be assigned keys, as necessary which cannot be duplicated, for specified facilities, and CONTRACTOR accepts full responsibility of said keys. The 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). Facility keys must be attached to employee(s) at all times.

Reimbursement for Costs Incident to Loss of Keys/Identification tokens: CONTRACTOR shall reimburse COUNTY for any and all costs, as defined by COUNTY, incurred incident to loss of keys/Identification tokens by CONTRACTOR'S employees, including, but not limited to, costs of re-keying locks at the facility. All monies paid by and costs incurred by COUNTY for such repairs or replacement of locks shall be paid by CONTRACTOR upon demand, or COUNTY may offset the cost of such repairs/replacements against any monies due to CONTRACTOR from the COUNTY.

6.5.5.9 CONTRACTOR shall provide the Superintendent or Services Director with a current list of employees, on a monthly basis.

6.5.5.10 CONTRACTOR shall provide the COUNTY Program Manager and COUNTY Contract Manager with a current list of employees and keep this list updated during the Contract period.

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

6.6 CONTRACTOR Furnished Items

CONTRACTOR shall furnish all necessary personnel required to perform all services required by *Exhibit A: Statement of Work*.

6.6.1 Health Education

CONTRACTOR shall provide health education for food service workers.

6.6.1.1 It shall cover all aspects of food handling, including contamination by bacteria, chemicals, insects, rodents, and parasites, proper sanitation procedures and relevant laws.

6.6.1.2 CONTRACTOR may accomplish this three to four hour training by accepting COUNTY instruction, as long as it can be provided without charge, or by obtaining an equivalent level of training from other sources as approved by COUNTY.

6.6.2 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.

6.7 Other CONTRACTOR Obligations

6.7.1 Physical Examinations

Employees of the CONTRACTOR must undergo an initial physical examination to assure no infectious disease exists before commencing work which will include the following:

The special inspection of skin, nails, and mucous membranes; VDRL; Chest X-ray, 14x17 (not minichest); stool examination for ova parasite, and culture; SGOT and SGPT.

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 (5) 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 food handling duties.

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.

6.7.2 Health Standards and Cleanliness

The CONTRACTOR shall meet the COUNTY'S Department of Health Services standards and State health regulations, including those for cleanliness, at all times and with the Corrections Standards Authority, Title 15 Article 9 and all current law. It is the CONTRACTOR'S daily responsibility to keep the entire interior of the kitchen building, staff dining room, all equipment, storage rooms, trash area and individual serving areas (including exterior and interior doors and windows) clean and in a sanitary condition to preclude any infestation by vermin, insects or rodents. CONTRACTOR will be responsible for cleaning up any areas outside the kitchen where food or trash is spilled by the CONTRACTOR. CONTRACTOR shall develop and maintain a cleaning schedule showing work completion dates for cleaning all large equipment, (i.e., walk-in and reach-in refrigerators, large ovens, hoods, vents and warmers) as a record for compliance with these requirements.

6.7.3 Gratuities

It is improper for any COUNTY Officer, employee, or agent to solicit consideration, in any form from a CONTRACTOR with the implication, suggestion, or statement that the CONTRACTOR'S provision of the consideration may secure more favorable treatment for the CONTRACTOR in the award of the Contract or that the CONTRACTOR'S failure to provide such consideration may negatively affect the COUNTY'S consideration of the CONTRACTOR'S submission. A CONTRACTOR shall not offer or give, either directly or through an intermediary, consideration, in any form, to a COUNTY Officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

A CONTRACTOR shall immediately report any attempt by a COUNTY officer, employee, or agent 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. Failure to report such a solicitation may result in the CONTRACTOR'S submission being eliminated from consideration. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

6.7.4 Consideration of Hiring COUNTY Employees Targeted for Layoffs

Should CONTRACTOR(s) require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR(s) 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.

6.7.5 Policy and Procedure Manual

CONTRACTOR shall provide a policy and procedure manual covering kitchen staff orientation and training, food preparation, nutrition, food storage, sanitation, equipment, supplies and ordering procedures.

6.7.6 Uniforms for Employees

Complete uniforms (pants, tops, etc.) hair coverings required by COUNTY Health Department regulations will be provided by CONTRACTOR and his/their expense.

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

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

8.0 WORK SCHEDULES

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

8.2 CONTRACTOR shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the COUNTY Program Manager and a copy to the COUNTY Contract Manager 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 the "Statement of Work" without the prior written approval of the COUNTY in

accordance with Contract, Paragraph 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 GREEN INITIATIVES

10.1 CONTRACTOR shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

10.2 CONTRACTOR shall notify COUNTY’S Project Manager of CONTRACTOR’S new green initiatives prior to the Contract commencement.

11.0 PERFORMANCE REQUIREMENTS SUMMARY

11.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the 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.

11.2 A standard level of performance will be required of CONTRACTOR in the areas of food services. Exhibit Q 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 Q, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this Contract. Failure of the CONTRACTOR to achieve this standard can result in an assessment of liquidated damages against CONTRACTOR’S monthly payment as determined by COUNTY.

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

11.3.1 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.

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

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

11.3.4 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 sub-paragraph does not preclude the COUNTY'S right to terminate the Contract upon ten (10) days written notice with or without cause, as provided for in the *Contract, Paragraph 8, Standard Terms and Conditions, Paragraph 8.42, Termination for Convenience.*

/

The undersigned offers to provide all labor and supplies necessary to provide food services for Barry J. Nidorf Juvenile Hall of the County of Los Angeles Probation Department as listed below and identified in the Contract.

Said work shall be done for the period prescribed and in the manner set forth in the Contract and compensation therefore shall be computed under the formula provided herein based upon the hereinafter proposal price. I agree that if the COUNTY Board of Supervisors accepts my proposal, I will commence services immediately following Contract execution.

I agree to provide the specified services at Barry J. Nidorf Juvenile Hall, County of Los Angeles Probation Department in accordance with the Contract.

I PROPOSE THE FOLLOWING RATES:

MEALS PER DAY	COST PER MEAL NET OF SALES TAX	SALES TAX	COST PER MEAL WITH SALES TAX
1000-1099	$3.040	$0.296	$3.336
1100-1199	$2.907	$0.283	$3.190
1200-1299	$2.7951	$0.273	$3.068
1300-1399	$2.700	$0.263	$2.963
1400-1499	$2.658	$0.259	$2.917
1500-1599	$2.566	$0.250	$2.817
1600-1699	$2.4614	$0.240	$2.701
1700-1799	$2.478	$0.242	$2.720
1800-1899	$2.438	$0.238	$2.676
1900-1999	$2.394	$0.233	$2.627
2000-2099	$2.384	$0.232	$2.616
2100-2199	$2.372	$0.231	$2.603
2200-2299	$2.347	$0.229	$2.575
2300-2399	$2.314	$0.226	$2.540
2400-2499	$2.275	$0.222	$2.497
2500-2599	$2.238	$0.218	$2.456
2600-2699	$2.202	$0.215	$2.417
2700-2799	$2.159	$0.211	$2.370
2800-2899	$2.117	$0.206	$2.324
2900-2999	$2.107	$0.205	$2.312
3000-3099	$2.098	$0.205	$2.303
3100-over	$2.080	$0.203	$2.283

*Attach list describing additional food items and rates/costs.

Edward Clark
Print Name of Authorized Signer

Regional Vice President
Title

Edward M Clark
Signature

3/22/2012
Date

ADDITIONAL FOOD ITEMS COSTS

SAMPLE PRICE LIST FOR TREATS AND SNACKS

ITEM	PRICE W/TAX
Cookies (2 ea.)	$ .19
Fresh Fruit	$ .24 (average)
Juice	$ .31
Graham Crackers	$ .24
Ice Cream	$ .35
Granola Bars	$ .24
Cheese Crackers	$ .24
Cake	$ .24
Milk	$ .31
Popcorn ea.	$ .34

All additional food items will be charged at cost + 15%.

CONTRACTOR'S PROPOSED SCHEDULE

Date: March 23, 2012
Company Name: Morrison Management Specialists dba Morrison Health Care, Inc.
Company Address: 1727 Axenty Way, Redondo Beach, CA 90278
Project: Barry J. Nidorf Juvenile Hall
Department Name: Food Services

COMPANY NAME: Morrison Management Specialists, Inc. DBA Morrison Health Care, Inc. Exhibit 19
DEPARTMENT NAME: Barry J. Nidorf Juvenile Hall

Position Title	ROVER	Work Schedule	Hours Worked Per Day	Full Time Part Time	Houly Rate	Mon	Tue	Wed	Thur	Fri	Sat	Sun	County Total Hours	Non-County Total Hours
AM Trayline Supervisor		4:30-1:00	7.50	FT	$12.10	7.50	7.50	7.50	7.50	X	X	7.50	37.50	0
PM Trayline Supervisor		11:00-7:00	7.50	FT	$12.10	X	X	7.50	7.50	7.50	7.50	7.50	37.50	0
Trayline Supervisor, Relief	ROVER	Varies	Varies	FT	$12.10	7.50	7.50	X	X	7.50	7.50	7.50	37.50	0
Cook		3:30-11:30	7.50	FT	$12.10	7.50	7.50	7.50	7.50	7.50	X	X	37.50	0
Cook		11:00-7:00	7.50	FT	$12.10	X	X	7.50	7.50	7.50	7.50	7.50	37.50	0
Cook, Relief	ROVER	Varies	7.50	FT	$12.10	7.50	7.50	X	X	7.50	7.50	7.50	37.50	0
													0.00	0
Dining Room		8:00-4:30	8.00	FT	$12.10	7.50	7.50	7.50	7.50	7.50	X	X	37.50	0
AM Food Service Worker		3:30-11:30	7.50	FT	$11.84	7.50	7.50	7.50	7.50	7.50	X	X	37.50	0
AM Food Service Worker		3:30-11:30	7.50	FT	$11.84	X	X	7.50	7.50	7.50	7.50	7.50	37.50	0
AM Food Service Worker		3:30-11:30	7.50	FT	$11.84	7.50	7.50	X	7.50	7.50	7.50	X	37.50	0
													0.00	0
PM Food Service Worker		11:00-7:00	7.50	FT	$11.84	7.50	7.50	7.50	7.50	X	X	7.50	37.50	0
PM Food Service Worker		11:00-7:00	7.50	FT	$11.84	X	7.50	7.50	7.50	7.50	7.50	X	37.50	0
PM Food Service Worker	ROVER	11:00-7:00	7.50	PT	$11.84	7.50	X	X	7.50	7.50	7.50	7.50	37.50	0
													0.00	0
Maintenance		Varies	Varies	PT	$11.84	X	X	X	X	X	7.50	7.50	15.00	0
					Totals	67.50	67.50	67.50	82.50	82.50	67.50	67.50	502.50	0.00
Food Service Director		Varies	8-10	FT		Varies	Varies	Varies	Varies	Varies	Varies	Varies	40-50+	0
Assistant FSD		Varies	10-Aug	FT		Varies	Varies	Varies	Varies	Varies	Varies	Varies	40-50+	0

PROPOSER'S EEO CERTIFICATION

Morrison Management Specialist, Inc. dba Morrison Health Care, In
Company Name

1727 Axenty Way Redondo Beach, CA 90278
Address

63-1155966
Internal Revenue Service Employer Identification Number

GENERAL

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

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

Ed Clark
Signature

1-13-2013
Date

Edward Clark RVP
Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

EXHIBIT E

CONTRACT NO. _____

COUNTY CONTRACT MANAGER:

Name: Tasha Howard

Title: Director

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

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

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

COUNTY PROGRAM MANAGER:

Name: Joe Laschi

Title: Service Director

Address: 16350 Filbert Street, Sylmar, CA 91342

Telephone: 818-364-2005 Facsimile: 818-364-5537

E-Mail Address: joe.laschi@laprob.org

COUNTY CONTRACT MONITOR:

Name: Sandra Torres_____

Title: Supervising Program Analyst_____

Address: 7639 South Painter Avenue, Whittier, California 90602

Telephone: 562-907-3004_____ Facsimile: 562-464-2831____

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

CONTRACTOR'S ADMINISTRATION

EXHIBIT F

CONTRACTOR'S NAME: Morrison Management Specialist, Inc
DBA: Morrison Health Care, Inc.

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: EDWARD CLARK
Title: Regional Vice Pres.
Address: 1727 Axenty Way
Redondo Beach, CA 90278
Telephone: 310-798-4017
Facsimile: ~~310-564-2063~~ 909-494-7812
E-Mail Address: EdClark@IamMorrison.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Edward Clark
Title: Regional Vice Pres.
Address: 1727 Axenty Way
Redondo Beach, CA 90278
Telephone: 310-798-4017
Facsimile: 909-494-7812
E-Mail Address: EdClark@IamMorrison.com

Name: Jack Lawless
Title: Division Vice Pres.
Address: 5801 Peachtree Dunwoody Rd
Atlanta, GA 30342
Telephone: 800-686-6323
Facsimile:
E-Mail Address: JackLawless@IamMorrison.com

Notices to Contractor shall be sent to the following:

Name: Edward Clark
Title: Regional Vice Pres.
Address: 1727 Axenty Way
Redondo Beach, CA 90278
Telephone: 310-798-4017
Facsimile: 909-494-7812
E-Mail Address: EdClark@IamMorrison.com

EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that Morrison Management Specialists Inc is my sole employer for purposes of this employment.

I rely exclusively upon Morrison Management Specialists, 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 Morrison Management Specialists, Inc and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: Ed Clark

DATE: 1-13-2013

NAME: EDWARD CLARK
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.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Morrison Management Specialist, Inc Contract No. _____
dba: Morrison Healthcare Inc.

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 egreement 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: Ed Clark DATE: 1/13/2013

PRINTED NAME: EDWARD CLARK

POSITION: Regional Vice President

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name Morrison Management Specialist, Inc dba: Morrison HealthCare, I Contract No.

Employee Name Edward Clark

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: Ed Clark DATE: 1/13/2013

PRINTED NAME: EDWARD CLARK

POSITION: Regional Vice Pres.

CONTRACTOR NONEMPLOYEE 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

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

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

2.203.060 Enforcement and Remedies.

For a CONTRACTOR'S violation of any provision of this chapter, the COUNTY department head responsible for administering the Contract may do one or more of the following:

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

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

2.203.070. Exceptions.

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

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

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

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

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

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

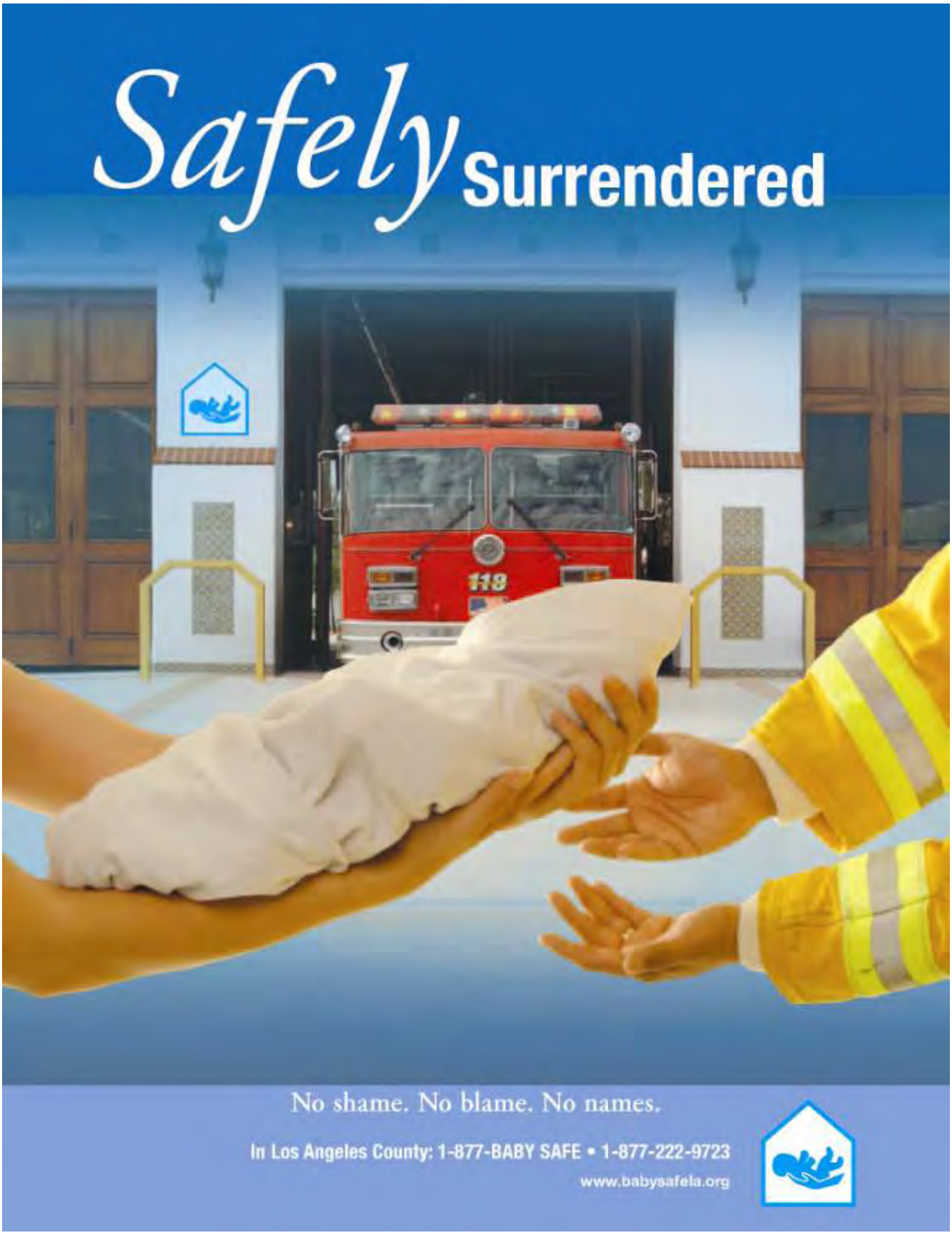
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the Contract awarded, exceed $500,000.

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW


Safely Surrendered
119
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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

Ley de Entrega de Bebés
Sin Peligro
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

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

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

2.201.020 Definitions.

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

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

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

C. "Employer" means:

1. An individual or entity who has a Contract with the COUNTY:

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

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

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

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

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

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

2.201.030 Prospective effect.

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

2.201.040 Payment of living wage.

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

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

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

2.201.050 Other provisions.

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

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

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of COUNTY counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the

implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other COUNTY departments.

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

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

2.201.060 Employer retaliation prohibited.

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

2.201.070 Employee retention rights.

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

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

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

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

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

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

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

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

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

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

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

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

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

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

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

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

2.201.090 Exceptions.

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

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

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

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

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

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

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

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

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

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

2.201.100 Severability.

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

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE
MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

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

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

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period 1	2	3	4	5	(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												
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, EDWARD CLARK, Regional Vice President
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by: Morrison Management Specialist, Inc on the Central Juvenile Hall;
(Company or subcontractor Name) (Service, Building or Work Site)

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

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

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of Morrison Management Specialist, Inc
(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 EDWARD CLARK, Regional V.P.	Owner or Company Representative Signature:
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.	

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

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

Assessment Criteria

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

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

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

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

ARTIFICIAL TRANS FAT REDUCTION (ATFR) PROGRAM

COUNTY OF LOS ANGELES
Public Health

Voluntary Artificial Trans Fat Reduction (ATFR) Program Application

The Los Angeles County (LAC) Environmental Health (EH), in recognition of those food facilities who are making the effort to voluntarily remove artificial trans fats from their menu, is implementing a placard recognition program. This placard can be proudly displayed at your food facility to let potential customers know that your facility is participating in the ATFR Program.

PURPOSE

The criteria and procedures set forth by LAC EH are intended to ensure that those food facilities who display this placard are honestly presenting their food items to the public as advertised. In fact, the success or failure of this placard program rests on the overall diligence of the participating facilities' integrity in maintaining a zero grams trans fat program in their respective food businesses. The goal is for this placard to be meaningful to the customer when they are making healthy choices for their dining experience.

APPLICATION/APPROVAL PROCESS

The following documents/requirements need to be submitted along with the completed application form. Please note that if any of the documents/requirements are not furnished during the initial submission, the application will be returned.

1. A completed application for the LAC EH placard program.

   Food facility chains shall only be required to submit one application for all locations if all of the following conditions are met.
   a. Each location shares common ownership.
   b. Each location conducts food service operations consistent with the food facility chain's operational model.
   c. Foods received, prepared, and offered for sale at each location are the same for each location throughout the chain.

2. A signed "Conditions of Participation Agreement".

3. An application fee of $204.00 made payable to the Los Angeles Department of Public Health.

   Food facility chains that meet the conditions noted above (#1a-c) shall be required to submit only one application fee of $136.00, plus $68.00 for each

location in the chain that will participate in the ATFR Program. For example, a chain with three locations participating in the program would pay a total of $340.00 ($136 + $68 + $68 + $68).

4. Legible copies of original nutrition fact labels indicating the grams of trans fat per serving for all food products:

    a. that are, or that contain, fats, oils or shortenings, and
    b. that are, when purchased by the food facility, required by applicable federal and state law to have labels, and
    c. that are currently being stored, distributed, held for service, used in preparation of any menu items, or served by the food facility.

    - *Documentation instead of labels. Documentation from the manufacturers of such food products, indicating whether the food products contain vegetable shortening, margarine, or any kind of partially hydrogenated vegetable oil, or indicating trans fat content, may be submitted for approval in lieu of copies of original labels.*

    - *Documentation required when food products are not labeled. If baked goods (or other food products restricted by the Department's ATFR Program standards) are not required to be labeled when purchased, copies of documentation from the manufacturer of the food products, (indicating whether the food products contain vegetable shortening, margarine or any kind of partially hydrogenated vegetable oil, or indicating trans fat content) may be submitted for approval in lieu of copies of original labels.*

5. A legible copy of the food facility's menu of food items, or a list of food items offered for sale by the facility.

APPROVAL AND DENIAL OF PLACARD

The application will be approved or denied within 30 business days from the date that it is received. A decision letter will be sent to all applicants indicating approval or reason(s) for denial. Applications that are not complete will be automatically returned to the applicant.

If you are approved, a placard will be mailed to you with the approval letter.

COUNTY OF LOS ANGELES
Public Health

APPLICATION FOR THE COUNTY OF LOS ANGELES VOLUNTARY ARTIFICAL TRANS FAT REDUCTION PROGRAM

Name of Organization/Business: _____

Name: _____
Last First Middle

Title/Position: _____

*Mailing Address: _____
Number Street

_____
City State Zip Code Telephone

*If you are submitting an application for a chain please list the address for each location on a separate sheet and submit it with your application. If approved, a placard will be mailed to each of the locations you've listed unless otherwise specified.

APPLICATION CHECKLIST:

( ) Completed Application Form (with list of additional locations if applicable)

( ) Signed Condition of Approval Form

( ) Make check payable to: County of Los Angeles, Department of Public Health

( ) Legible copies of original nutrition fact labels indicating the grams of trans fat per serving for all products (*see application for details*)

( ) Legible copy of the food facility's menu of food items, or a list of food items offered for sale by the facility

( ) Mail your completed application and attachments to:

Environmental Health
Attn. Consultation & Technical Services
5050 Commerce Dr.
Baldwin Park, CA 91706

COUNTY OF LOS ANGELES
Public Health

CONDITIONS OF PARTICIPATION AGREEMENT

You must be a permitted food facility in Los Angeles County to participate in this placard recognition program.

By posting the ATFR placard in your facility, you are accepting the responsibilities of "truth-in-menu." Should this facility ever have to substitute an ingredient with one that contains reportable levels of trans fat, the placard MUST BE REMOVED IMMEDIATELY from display. Only upon re-establishing the advertised "zero grams trans fat" status, can the placard be displayed once again.

The ATFR placard is meant to help set your facility apart from all others and to help the public make informed choices in their dining experience. To ensure that your staff understands the importance of this program, they should be trained in what "trans fats" are and where they may be found. This will help to create the trustworthy atmosphere to your customer base.

The ATFR placard may not be reproduced in any form without prior approval from LAC EH. Any other reproduction, transmission, displays, or editing of the ATFR placard by any means mechanical or electronic without the express written permission of LAC EH is strictly prohibited.

I have read and agree to the above conditions.

_____

Signature Date

_____

Print Name Position

Committed to the Standard

Each participating food facility receives an ATFR inspection once per year to assure compliance with the program's standards. The ATFR inspection is separate from a regular food facility inspection and there is no additional cost for the inspection.

By assuring that all participating food facilities continue to meet the standard, both program participants and consumers can be confident that the decal/placard is meaningful and that it is reflective of a commitment to providing healthier dining options.

Getting Started

The County of Los Angeles Department of Public Health has brochures available to help you get started on the road to zero grams trans fat.

These brochures are available online at www.lapublichealth.org.

County of Los Angeles Public Health

environmental health

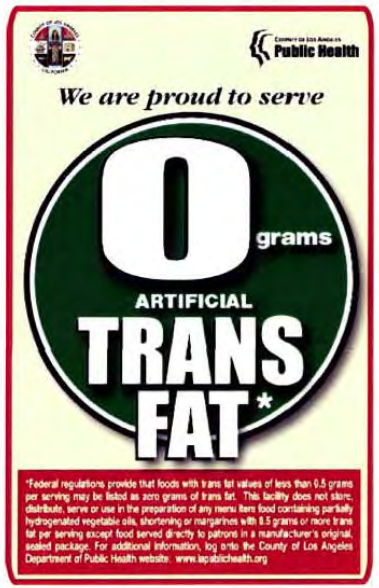
For more information:

www.lapublichealth.org/eh

www.fda.gov/fdac/features/2003/503_fats.html

County of Los Angeles Department of Public Health, Environmental Health

VOLUNTARY ARTIFICIAL TRANS FAT REDUCTION (ATFR) PROGRAM



County of Los Angeles
Environmental Health
5050 Commerce Drive
Baldwin Park, CA 91706
(626) 430 – 5320

Food facilities that ***serve food with zero grams of trans fat*** *help provide a healthier alternative to consumers.*

These food facilities should stand up and ***be recognized.***

The County of Los Angeles Department of Public Health has developed ***a program to help these food facilities get the recognition they deserve.***

Artificial Trans Fat Reduction Program
- ✓ **Zero Grams Trans Fat**
- ✓ **Public Recognition**

Although many food facilities have begun their effort to eliminate trans fat from their menus, a simple way for consumers to identify these facilities had never been developed until ***now!***

The Voluntary ATFR Program

The ATFR Program recognizes food facilities that do not store, use, or serve food containing partially hydrogenated vegetable oils, shortening, or margarines with 0.5 grams or more trans fat per serving, except food that is being served directly to patrons in a manufacturer's original sealed package. (Foods with trans fat values of less than 0.5 grams per serving are listed as zero grams of trans fat).

Participating food facilities that meet this standard are recognized with the issuance of an official ATFR Program decal/placard to notify consumers that they serve zero grams of trans fat.

Additionally, these food facilities are listed on the Department of Public Health website as active participants in the ATFR Program.

Participating in the ATFR Program

Participation in the ATFR Program is strictly *voluntary*. Applications are available online at www.lapublichealth.org or at your local County of Los Angeles Environmental Health district office.

Familiarizing yourself with the nutritional facts panels of the foods in your food facility will help you in providing the necessary information detailed in the application.

A one-time fee of $204.00 is required with the application. If you have several locations that meet the ATFR Program's conditions for a "chain," only one application fee of $136.00 is required plus $68.00 for each participating location in your food facility chain.

Benefits of Participation

By participating, you:

- Will receive an official ATFR Program decal/placard that states that the food you serve contains zero grams of trans fat.
- Will be recognized on the County of Los Angeles Department of Public Health website.
- Show that you recognize consumers who are looking for healthier dining options.
- Distinguish your food facility from other businesses that do not provide this healthier alternative.
- Will be able to take advantage of a unique marketing opportunity.

Clear Your Kitchen of Trans Fat

1. CHANGE your oils.

For cooking and frying, check the ingredients on all oils. If "partially hydrogenated" is listed, switch to a non-hydrogenated oil instead. If there is no ingredients list, ask your supplier or the manufacturer.

For baking, use non-hydrogenated oils or shortenings with low or ***no trans fat.***

2. CHOOSE healthy spreads.

Instead of stick margarine or butter, use soft tub spreads with low saturated fat and ***no trans fat.***

3. ORDER prepared foods without trans fat.

Check ingredients and ask your supplier for baked products, pre-fried, and pre-mixed foods that are free of partially hydrogenated vegetable oils.

INGREDIENTS: Pasteurized Grade A Non-fat Milk, Fructose, Red Bell Pepper Partially Hydrogenated Soybean Oil, Salt, Modified Cornstarch, Garlic, Lemon Juice

Make an Oil Change

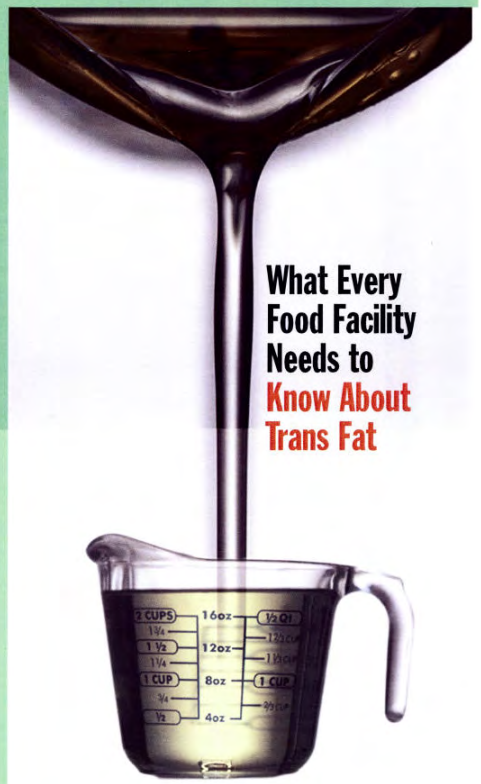
Read labels and choose products that are free of partially hydrogenated oils.

Visit www.lapublichealth.org for more information

Source: Adapted with permission for the County of Los Angeles Department of Public Health from: Does Your Kitchen Need an Oil Change? What Every Restaurant and Food Service Establishment Needs to Know About Trans Fat. New York City Department of Health and Mental Hygiene, 2006. Available at: www.nyc.gov/health.

County of Los Angeles Public Health

Does Your Kitchen Need an Oil Change?



What Every Food Facility Needs to Know About Trans Fat

EXHIBIT N

Trans fat is made when hydrogen is added to vegetable oil.

These oils are called partially hydrogenated.

Any food made with partially hydrogenated oil contains trans fat.

Food facilities commonly cook and fry with partially hydrogenated oils. Trans fat is also found in many pre-fried, baked, and prepared foods served in food facilities.

Partially Hydrogenated Vegetable Oil
= Trans Fat
= Heart Disease Risk

Trans fat is unhealthy.

Trans fat – like saturated fat – increases the risk of heart disease by raising "bad" (LDL) cholesterol. The Food and Drug Administration and the County of Los Angeles Department of Public Health recommend that consumers ask about fats (including oils) used by food facilities and that they avoid trans fat.

Many food facilities have already begun to *make an oil change*. This booklet gives tips on how to do it.

Are you serving trans fat? You won't know unless you check!

While many commercial vegetable oils contain trans fat, non-hydrogenated versions are available. The only way to know for sure if the oil you use contains trans fat is to check labels and to talk to your suppliers.

Common sources of trans fat found in food facility kitchens include:

- **Vegetable oils** used for frying, baking, and cooking
- **Shortening** (hard vegetable oil)
- **Margarine** and other spreads
- **Prepared foods,** including:
  - **Pre-fried foods,** such as French fries, fried chicken, chicken nuggets, fish fillets, chips, taco shells, and doughnuts
  - **Baked goods,** such as hamburger buns, pizza dough, crackers, cookies, cakes, pies, and pastries
  - **Pre-mixed ingredients,** such as pancake mix, hot chocolate, salad dressing, croutons, and breadcrumbs

All of these products are available without trans fat (made without partially hydrogenated vegetable oil).

Not All Fats Are Created Equal

GOOD FATS
Lower the risk of heart disease

Type of Fat	Monounsaturated	Polyunsaturated
Important Sources	• Olive, canola, and peanut oils • Olives • Cashews, almonds, peanuts, and most other nuts • Avocados	• Corn, soybean, safflower, sunflower, and cottonseed oils • Fish and seafood

BAD FATS
Increase the risk of heart disease

Type of Fat	Trans*	Saturated
Important Sources	• Partially hydrogenated vegetable oil • Most margarine and shortening • Many deep-fried foods • Many fast foods • Most baked goods	• Whole milk, butter, cheese, and ice cream • Lard and suet • Meat (beef, pork, bacon, sausage, and deli meats have the most) • Chicken and other poultry have less, especially with skin removed • Chocolate and cocoa butter • Palm oil • Coconut products, including milk and oil

* **Most foods that contain trans fat can be made with non-hydrogenated oils instead.**

Title 5 PERSONNEL
Chapter 5.09.010 through 5.09.030
SEXUAL HARASSMENT POLICY

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

Title 5 PERSONNEL
Chapter 5.09.010 through 5.09.030
SEXUAL HARASSMENT POLICY

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.)

Title 5 PERSONNEL
Chapter 5.09.010 through 5.09.030
SEXUAL HARASSMENT POLICY

A copy of this completed document must be forwarded to the Los Angeles County Probation Department 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:

Los Angeles County Probation Department
Attn: Contracts & Grants Management Division
9150 E. Imperial Hwy., Rm. B-82
Downey, CA 90242

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 Morrison Management Specialist, Inc assigned under the contract that I **must** receive the above referenced training. I EDWARD CLARK hereby confirm that I have received such training and information on _____, 20_____.

NAME (PRINT): EDWARD CLARK	
POSITION: Regional Vice President	
SIGNATURE: Ed Clark	DATE: 1-13-2013

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.)

EXHIBIT P

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

Company Name: Morrison Management Specialist, Inc	
Company Address: 1727 Axenty Way	
City: Redondo Beach State: CA	Zip Code: 90278
Telephone Number: 310-798-4017 Email address: Ed clark@Jamorrison.com	
Solicitation/Contract For Food 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: EDWARD CLARK	Title: Regional Vice Pres.
Signature: Ed Clark	Date: 1-13-2013

Date: 1-13-2013

PERFORMANCE REQUIREMENTS SUMMARY

1.0 INTRODUCTION

This Exhibit outlines: (1) the required services which will be monitored by the COUNTY during the term of each of the Contracts; (2) the quality assurance methods which the COUNTY can use to monitor the CONTRACTOR'S performance; and, (3) the criteria for determination of payment.

2.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

This chart (attached) outlines the following:

2.1 Required Service – the Contract requirements considered most critical to acceptable Contract performance.

2.2 Performance Indicator – the indicator used by the County of Los Angeles Probation Department to judge performance.

2.3 Standard – the standard of performance for each required service

2.4 Acceptable Quality Level (AQL) – maximum degree of deviation from each standard of performance before which the COUNTY can invoke liquidated damages.

2.5 Method of Surveillance – the quality assurance methods to be used by COUNTY to evaluate the CONTRACTOR'S performance in meeting the Contract requirements.

2.6 Deduction for Exceeding the AQL – the liquidated damages which can be deducted from the Contract payment for acceptable performance and exceed the AQL.

3.0 QUALITY ASSURANCE

On an ongoing basis, CONTRACTOR'S performance will be compared to the Contract standards and acceptable quality levels.

The Probation Department may use a variety of inspection methods to evaluate the CONTRACTOR'S performance. The methods of surveillance, which may be used are:

- User and/or staff complaints
- Random Inspections
- Random samplings

A. User Complaints

When an instance of unacceptable performance comes to the attention of Probation personnel, who are recipients of the services provided by the Contract, a User Complaint Form (UCR) may be filled out and forwarded to the Quality Assurance Evaluator. The complaint will be investigated, if necessary, and may be brought to the attention of the Contractor. The receipt of one of more UCRs concerning a particular area of performance may result in a formal examination of the CONTRACTOR'S performance in this area.

B. Random Inspections

The monitor may use an inspection sheet reflecting specific cost requirements. During these inspections, the monitor will complete the inspection sheet and determine on a monthly basis if the percentage of unsatisfactory findings exceed the AQL.

Example #1: The COUNTY will monitor to determine if the sanitation requirements are met in accordance with the PRS Chart. If an inspection sheet is used which is 100 items (lot size) to be monitored and a selected AQL of 4.0%; to find a number of defects which will indicate unacceptable performance by Contractor, multiply the AQL (4.0%) by the lot size (100). If 4 items or more listed on the inspection sheet are defective, the Contractor would exceed the AQL and deduction from CONTRACTOR'S monthly payment may occur.

Example #2: The COUNTY will monitor meal temperatures in the kitchen at selected times. Meals in the tray line will be inspected to determine if the temperatures meet the standard shown on the PRS Chart. The monitor will select the sample of 20 meals (a reduce sample size) Acceptance, Rejection Levels for Reduced Inspection chart and an AQL of 4.0%; if 5 or more meals do not meet the temperature standard, the CONTRACTOR'S performance will be considered unsatisfactory and deduction from CONTRACTOR'S monthly payment may occur.

C. Random Samplings

The basis for doing random samplings, is MIL-STD-105D sampling procedures. Random inspections will be used in cases of monitoring services to make sure the Contractor is in compliance with the Performance Work Statement. Example: Production worksheets for three (3) meals services per day for a 30-day period are monitored to determine whether the food portions meet the required standard as shown on the PRS chart. A sample of 20 production worksheets is taken from a total output or lot of 90. Using the AQL of 4.0%, if three (3) or more production worksheets did not meet the standard, the CONTRACTOR'S performance will be considered unacceptable and a deduction from CONTRACTOR'S monthly payment may occur.

4.0 RESERVATION FOR ADDITIONAL MONITORING

These examples of monitoring techniques are for illustration only and do not preclude use of other measurements e.g. food portion sizes at time of serving in the units.

5.0 CRITERIA FOR DETERMINATION OF PAYMENT

5.1 Contractor shall invoice Probation monthly in arrears and Probation will pay to Contractor(s), upon receipt of proper invoice, the monthly payment less any deductions for performance variance. Payments will be made monthly and only for those services rendered within the acceptable quality levels as set forth in the Performance Requirements Summary section in this Contract. (Refer to Exhibit A, Section 10.0)

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

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

5.4 The deduction against the Contract for unacceptable services shall be calculated as shown on the Performance Requirements Summary (PRS) Chart.

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

Corrective Action

The Contractor(s) shall be required to immediately correct those activities found by Probation staff to be unacceptably performed at no additional cost to COUNTY.

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SAMPLE SIZE CHART FOR RANDOM SAMPLINGS

LOT SIZE	NORMAL SAMPLE SIZE	MEDIUM SAMPLE SIZE	SMALL SAMPLE SIZE
2-8	2	2	2
9-15	3	2	2
16-25	5	3	3
26-50	8	5	5
51-90	20	8	8
91-150	20	8	8
151-280	32	13	13
281-500	50	20	13
501-1,200	80	32	20
1,201-3,200	125	50	32
3,201-10,000	200	80	32
10,001-35,000	315	125	50
35,001-150,000	500	200	80
150,001-500,000	800	325	80
500,001 - & Over	1,250	500	125

PERFORMANCE REQUIREMENTS SUMMARY CHART
FOOD SERVICES

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Menu Preparation (Exhibit A, 2.7, 2.8)	Menu/Substitution Log/Production Worksheet	Adhere to 5-week cycle menu (Exhibit T); No unauthorized omissions or substitutions	4%	-User and/or Staff Complaints - Random Inspections -Random Sample	**Accelerated damages schedule:** 1st incident - $50 2nd incident within the same month - $100 3rd incident and each incident thereafter within the same month - $200
Food Quality (Exhibit A, 2.9)	Invoices/Meal/Labels Production Worksheet	Must meet quality standards established by the National School Lunch Program, California Youth Authority COUNTY and state regulations	0%	-User Complaints -Random Inspections -Random Samples	Accelerated damages as above except deductions are : $100, 200, and $400.
Food Portions (Exhibit A, 2.10) A. Portion Sizes B. Adequacy of Prepared Food	A: Utensil used/portion measurement B: Production Worksheet/food tables	Must meet the current National School Lunch meal pattern requirements	4%	A: Random Inspections A: Random Samples B: Random Inspections	Accelerated damages as above except deductions are: $100, 200, $400
Food Temperatures (Exhibit A, 2.9.4)	Food served	Temperatures for hot foods be at or above 135° F and cold foods be at or below 41° F at all times	4 %	-Random Inspections	Accelerated damages as above except deductions are: $125, 250, $500

PERFORMANCE REQUIREMENTS SUMMARY CHART
FOOD SERVICES

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Pre-Meal Preparation (Exhibit A, 2.13) A. Vegetables B. Foods C. Leftovers	Meal/Label	A: Cook same day to be served B: Be prepared no earlier than 1 day before service C: Be properly labeled; not be stored more than 3 days in refrigerator	0%	- Random Inspections	Accelerated damages as above except deductions are: $125, $250, $500
Sanitation (Exhibit A, 2.15, 6.7.2, 6.7.6) A. After-meal cleanup B. Health Standards & Cleanliness C. Uniforms	Serving and disposal areas; food preparation; Equipment; Maintenance Log	Meet state and COUNTY health regulations	4%	A: Random Inspections B: Random Inspections C:Random Inspections	Accelerated damages as above except deductions are: $400, $800, $1,600
Employee Physical Examinations (Exhibit A, 6.7.1)	Medical Reports/Contractors Records	Meet health requirements of state and COUNTY	0%	-Random Inspections	Accelerated damages as above except deductions are: $200, $400, $800
Training/Health Education (Exhibit A, 6.5.1)	CONTRACTOR'S Records	Provide not less than 3 to 4 hours of health education covering all aspects of food handling	0%	-Random Inspections	Accelerated damages as above except deductions are: $200, $400, $800
Emergency Food Service Plan (Exhibit A, 2.20)	A. Emergency Menu Emergency food Supply list B. Emergency food supplies on hand	A. Emergency menu food list for 2 weeks B. 2 weeks food supplies	4%	-Random Inspection	Accelerated damages as above except deductions are: $125, $250, $500

PERFORMANCE REQUIREMENTS SUMMARY CHART
FOOD SERVICES

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Security (Contract, 7.3, 7.4; Exhibit A, 6.4) A. Supplies/Equipment B. Minimum Age C. ID Badges D. Employees E. Keys/ID Tokens F. Contractor employees shall be fingerprinted prior to employment G. No CONTRACTOR staff shall have a criminal conviction unless such record has been fully disclosed previously H. Contractor shall reimburse COUNTY for record check	A: CONTRACTOR'S Records B: CONTRACTOR'S Records C-H: COUNTY/ Contractor Records	A: Provide security for supplies per COUNTY Requirements B: Not be 20 years of age or younger C: Meet COUNTY security requirements D: Adhere to COUNTY requirements E: Meet COUNTY Requirements F: Meet COUNTY security G: Adhere to COUNTY Requirements H: Adhere to COUNTY Requirements	0%	A-H: -User Complaints -Random inspections	A-E: Accelerated damages as above except deductions are: $200, $400, $800 F-H: $100 per employee per occurrence
Employee Benefits/Prevailing Wages for Covered Crafts (Exhibit A, 2.36) Contractor is to provide all legally required employees assigned to this Contract.	CONTRACTOR'S Records	Adhere to COUNTY Requirements	0%	-Random Inspections	$200 per employee per occurrence

PERFORMANCE REQUIREMENTS SUMMARY CHART
FOOD SERVICES

REQUIRED SERVICE	PERFORMANCE INDICATOR	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 (Exhibit A, 4.4)	COUNTY/CONTRACTOR 'S Records	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.
Quality Control Plan (Exhibit A, 3.0)	CONTRACTOR'S Records	100% adhere to COUNTY requirements	0%	-User and/or Staff Complaints -100% and/or Random Inspections -Random and/or Judgmental Samplings	Up to $100 per occurrence.
Contractor in compliance with Standard Terms and Conditions (Contract)	CONTRACTOR'S Records	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.
Artificial Trans Fat Reduction (ATFR) Program (Contract, Section 9.7)	Food Labels	100% Adhere to COUNTY requirements	0%	-User and/or Staff Complaints -100% and/or Random Inspections	$100 per day.

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of COUNTY Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:_____

_____

_____

_____ _____

Signature of COUNTY Representative Date

COUNTY ACTIONS:_____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

COUNTY Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

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 Morrison Management Specialist, I 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 documents 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 Morrison Management 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)

EDWARD CLARK

Name (Print)

Classification

1-13-2013

Date

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

STANDARD MENU

Date:_____

Menu (Cycle 1)

EXHIBIT T

DAY	BREAKFAST	Svg	LUNCH	Svg	DINNER	Svg	HS SNACK	Daily Totals
Sunday	Apricots** ## WG Cold Cereal #Breakfast Burrito Salsa* Fluid Skim Milk	½ cup 1 ½ cup 1 ea ½ cup 16 oz	Cream of Tomato Soup* ##WG Crackers ##Grilled Cheese Sandwich Ranch Style Beans*** Oven Baked Potato* Fluid Skim Milk Spread	1 cup 6 sq 1 sand 1 cup 1 pot 8 oz 1 tsp	#Chicken Tetrazzini Broccoli*/** Mixed Green Salad LF French Dressing ##Wheat Bread Spread Fluid Skim Milk Sweet Potato Pie**	2 svg ½ cup 1 cup 1 tbsp 2 slice 1 tsp 8 oz 1 svg	## Granola Bar 1 bar	Kcal…….2998 %Fat……26 Chol…… 403 mg Protein……2 svg TPro……..152gm CA++…..2607mg Grain……..10 svg WG……..8 svg Vit C*…..103 mg Vit A**…4277 RE Fiber……..38 gm
Monday	Fresh Apple ##Oatmeal ##Whole Wheat Bread Bacon Hash Browns Fluid Skim Milk Sugar Jelly	1 whole 1 cup 2 slice 2 strip ¾ cup 8 oz 1 tsp 1 tbsp	Sloppy Joe Sandwich on ##Whole Wheat Bun Corn on Cob Lettuce & Tomato Salad* LF Ranch Dressing Orange Pineapple Gelatin* Fluid Skim Milk Spread	2 ea 2 ea 1, 3” 1 cup 1 tbsp 1 svg 8 oz 1 tsp	Roasted Turkey w/ #Bread Stuffing Mashed Potatoes w/ Gravy Peas and Carrots** Sliced Peaches ##WW Dinner Roll Fluid Skim Milk Spread	4 oz 1 svg ¾ cup ¼ cup ½ cup ½ cup 2 roll 8 oz 2 tsp	## WG Cold Cereal ¾ cup Fluid Skim Milk 8 oz	Kcal…….2997 %Fat……..27.5 Chol…… 236mg Protein……4 svg TPro…….154gm CA++…..1842mg Grain……..12svg WG……..11svg Vit C*……119mg Vit A**….1829RE Fiber……42gm
Tuesday	Orange Juice* ##Whole Wheat Pancakes Spiced Apple Topping Turkey Sausage Links Scrambled Eggs Fluid Skim Milk Lite Syrup	8 oz 3 ea 1/3 cup 2 ea ½ cup 8 oz 2 tbsp	#Stromboli w/Tomato Sauce* Minestrone Soup**/*** #Soft Breadstick Garden Salad*/** LF Italian Dressing Cantaloupe** Fluid Skim Milk	2 svg 1 cup 1 stick 1 cup 1 tbsp 1 cup 8 oz	Sweet n Sour Pork #Steamed Rice Green Beans Mandarin Oranges* Ice Cream Fluid Skim Milk	2 cup 1 cup ½ cup ½ cup ½ cup 8 oz	Fresh Banana 1 whole Fluid Skim Milk 8 oz	Kcal…….2948 %Fat……..21.5 Chol…… 829 mg Protein……6 svg TPro…….176gm CA++…..2452mg Grain……..8 svg WG……..3 svg Vit C*…..234 mg Vit A**…4745 RE Fiber……..26 gm
Wednesday	Pineapple Chunks* #Grits Sliced Ham ##Whole Wheat Bread O’Brien Potatoes Fluid Skim Milk	½ cup 1 cup 3 oz 2 slice ¾ cup 8 oz	#Turkey Submarine Sandwich* Baked Flamin’ Hot Cheetos Potato Salad Crunchy Baby Carrots** LF Ranch Dip Fresh Apple Fluid Skim Milk	1 sand 2 oz ½ cup ½ cup 1 tbsp 1 whole 8 oz	Beef Shepherd Pie Garden Salad*/** LF French Dressing Fresh Orange* ##Whole Wheat Bread Fluid Skim Milk	2 svg 1 cup 1 tbsp 1 whole 2 slice 8 oz	## Graham Crackers 2, 2.5” sq Fluid Skim Milk 8 oz	Kcal…….3027 %Fat……..26.7 Chol…… 221 mg Protein……5 svg TPro…….153 gm CA++…..2094mg Grain……..9 svg WG……..5 svg Vit C*……181 mg Vit A**…4736 RE Fiber……..39 gm
Thursday	Mandarin Oranges* ## WG Cold Cereal Quiche Fluid Skim Milk	1 whole 1 ½ cup 2 svg 16 oz	#Bean & Cheese Burrito*** #Spanish Rice Mixed Green Salad LF French Dressing Sliced Peaches Fluid Skim Milk	2 ea ½ cup 1 cup 1 tbsp ½ cup 8 oz	BBQ Chicken Oven Baked Potato* Baked Beans*** Spinach** Mixed Green Salad LF Italian Dressing ##Whole Wheat Bread Fluid Skim Milk	2 pc ½ pot 1 cup ½ cup 1 cup 1 tbsp 2 slice 8 oz	Fresh Apple 1 whole	Kcal…….3021 %Fat……..21.6 Chol…….578 mg Protein……3 svg TPro…….164 gm CA++…..2328mg Grain……..8 svg WG……..4 svg Vit C*……..99 mg Vit A**…2533 RE Fiber……..59 gm
Friday	Fresh Banana #Cinnamon Roll Turkey Sausage Patty #Cream of Wheat Fluid Skim Milk Sugar Spread	1 whole 1 ea 2 ea 1 cup 8 oz 1 tsp 1 tsp	##Chicken Salad Sand Baked! BBQ Chips Vegetable Soup*/** Fresh Orange* Garden Salad*/** LF Italian Dressing Fluid Skim Milk Shortbread Cookies	1 sand 2 oz 1 cup 1 whole 1 cup 1 tbsp 8 oz 2 ea	Beef Stew** ##Cornbread Apricots** Mixed Green Salad LF French Dressing Fluid Skim Milk	2 cup 2 svg ½ cup 1 cup 1 tbsp 8 oz	## WG Cold Cereal ¾ cup Fluid Skim Milk 8 oz	Kcal…….2934 %Fat……..22.6 Chol…… 333 mg Protein……5 svg TPro…….154 gm CA++…..1896mg Grain……..8.svg WG……..5 svg Vit C*……147 mg Vit A**…4898 RE Fiber……..35 gm
Saturday	Fresh Orange* ##WG Cold Cereal Cheese Omelet Salsa* ##Whole Wheat Tortillas Fluid Skim Milk	1 whole 1 ½ cup 1 each ½ cup 1 ea 16 oz	Hamburger on ##Whole Wheat Bun w/ Lettuce and Tomatoes* Pickle Baked Beans*** #Macaroni Salad Fresh Watermelon* Fluid Skim Milk Lite Mayo Catsup/Mustard	1 ea 1 ea ½ cup 1 spear 1 cup ½ cup 1 cup 8 oz 1 tsp 1 T ea	Chicken Stir-Fry w/ Carrots & Broccoli**/* #Steamed Rice Veggie Egg Roll LS Soy Sauce Fresh Apple Fluid Skim Milk	2 cup 1½cup 1 ea 1 tbsp 1 whole 8 oz	## Granola Bar 1 bar	Kcal…….3007 %Fat……..24.9 Chol…… 555 mg Protein……5 svg TPro…….160.gm CA++….2045 mg Grain……..11 svg WG……..6 svg Vit C*……192 mg Vit A**…7551 RE Fiber……..47gm

*Vitamin C **Vitamin A ***Legume #Bread/Grain ## (WG) Whole Grain

Weekly Totals: **BREADS** @ Lunch (NSLP) = 20 **LEGUMES** = 4 Menu Subject to Change

STANDARD MENU

Menu (Cycle 2)

EXHIBIT T

Date: _____

DAY	BREAKFAST	Svg	LUNCH	Svg	DINNER	Svg	HS SNACK	Daily Totals
Sunday	Sliced Peaches ## Oatmeal Sugar Turkey Sausage Links Hash Browns ##Whole Wheat Bread Fluid Skim Milk	½ cup 1 cup 1 tsp 2 ea ¾ cup 2 slice 8 oz	##Beef Tacos w/ Lettuce/Tomato*/Cheese Refried Beans*** #Spanish Rice Salsa* Apricot Halves** Fluid Skim Milk	2 ea 1 cup 1 cup ½ cup ½ cup 8 oz	Oven Fried Chicken Baked Potato* Steamed Carrots** Spring Green Salad** LF Italian Dressing ##WW Dinner Roll Fluid Skim Milk Spread	2 pc 1 whole ½ cup 1 cup 1 tbsp 2 roll 8 oz 1 tsp	Fresh Apple 1 whole Fluid Skim Milk 8 oz	Kcal…….3065 %Fat……..30.8 Chol…… .307 mg Protein…….5 svg TPro…….180 gm CA++…..2221mg Grain……..10svg WG……..8svg Vit C*……..78mg Vit A**…2772 RE Fiber……..48 gm
Monday	Orange Juice* Scrambled Eggs ##Whole Wheat Pancakes ##WG Cold Cereal Fluid Skim Milk Lite Syrup	8 oz ½ cup 3, 4" ea ¾ cup 16 oz 2 tbsp	##Pizza Burger on a Roll Minestrone Soup***/** Garden Salad*/** LF Italian Dressing Cantaloupe** Fluid Skim Milk	2 svg 1 cup 1 cup 1 tbsp 1 cup 8 oz	Meat Loaf w/ Tomato Sce* #Steamed Rice Mixed Vegetables*/** Mixed Green Salad LF French Dressing ##Whole Wheat Bread Brownie Fluid Skim Milk Spread	2 svg 1 cup ½ cup 1 cup 1 tbsp 2 slice 1 svg 8 oz 1 tsp	Fresh Orange* 1 whole	Kcal…….2909 %Fat……..25.7 Chol…….779 mg Protein……5 svg TPro…….161 gm CA++….2489 mg Grain……..10 svg WG……..8 svg Vit C*……260 mg Vit A**…3936 RE Fiber……..34 gm
Tuesday	Fresh Banana ##Raisin Bran Cereal Sliced Ham #Biscuit Fluid Skim Milk Jelly	1 whole 1 ½ cup 3 oz 2 ea 8 oz 2 tbsp	Turkey Hot Dog on ##Whole Grain Bun Baked Beans*** Coleslaw* Oven Baked Potato* Sliced Peaches Fluid Skim Milk Catsup/Mustard	2 ea 2 ea 1 cup ½ cup ½ pot ½ cup 8 oz 1 tbsp	Baked Cajun Chicken #Fried Rice Garden Salad*/** LF Ranch Dressing Apricot Halves** ##Whole Wheat Bread Fluid Skim Milk	2 svg 1 cup 1 cup 1 tbsp ½ cup 2 slice 8 oz	## WG Cold Cereal ¾ cup Fluid Skim Milk 8 oz	Kcal…….3036 %Fat……..21.6 Chol…… 383 mg Protein…….5 svg TPro…….146 gm CA++….1883 mg Grain……..13 svg WG……..7 svg Vit C*…….101mg Vit A**…2976 RE Fiber……..47 gm
Wednesday	Fresh Orange* #Cream of Wheat Sugar Cheese Omelet Bacon ##Whole Wheat Bread Fluid Skim Milk	1 whole 1 cup 1 tsp 1 ea 2 slice 2 slice 8 oz	##Nachos & Ground Beef Pinto Beans*** Salsa* Garden Salad*/** LF Italian Dressing Pear Halves Fluid Skim Milk	2 svgs 1 cup ½ cup 1 cup 1 tbsp ½ cup 8 oz	Roast Beef w/ Gravy Scalloped Potatoes Spinach Salad** LF French Dressing Fresh Apple ##WW Dinner Roll Fluid Skim Milk	3 oz ¼ cup 1 cup 2 cup 2 tbsp 1 whole 2 roll 8 oz	Fresh Banana 1 whole Fluid Skim Milk 8 oz	Kcal…….2977 %Fat……..24.6 Chol……..636 mg Protein…….4 svg TPro…….176 gm CA++….2582 mg Grain……..8 svg WG……..5 svg Vit C*……136 mg Vit A**…2935 RE Fiber……..52 gm
Thursday	Pineapple Chunks* ##WG Cold Cereal ##Bran Toaster Muffin Turkey Sausage Patty Tater Tots Fluid Skim Milk	½ cup ¾ cup 2 ea 1 ea 1 cup 16 oz	Cheeseburger on ##Whole Wheat Bun Catsup/Mustard Lettuce & Tomatoes* Potato Salad Fresh Watermelon* Yellow Cake w/ Whipped Topping Fluid Skim Milk	1 sand 3 tbsp ½ cup ½ cup 1 cup 1 svg 2 tbsp 8 oz	#Chili Mac w/ Ground Turkey Steamed Spinach** Fruit Cocktail* ##Whole Wheat Bread Fluid Skim Milk	2 cups ½ cup ½ cup 2 slice 8 oz	Fresh Pear 1 whole	Kcal…….2934 %Fat……..26.7 Chol…… 338 mg Protein……3 svg TPro…….152 gm CA++…2105 mg Grain……..9 svg WG……..7 svg Vit C*…..110 mg Vit A**…2111 RE Fiber…….37 gm
Friday	Orange Juice* #Grits Breakfast Sandwich Non-Fat Yogurt ##Granola Fluid Skim Milk	8 oz 1 cup 1 ea 6 oz ¼ cup 8 oz	#Chicken Quesadilla Salsa* Bean Soup*** ##WG Saltine Crackers Garden Salad*/** LF French Dressing Fresh Apple Fluid Skim Milk	1 pc ½ cup 1 cup 6 sq 1 cup 1 tbsp 1 whole 8 oz	Pork Chop Suey #Steamed Rice Steamed Carrots** ##Whole Wheat Bread Pineapple Chunks* Fluid Skim Milk	1½cup 1 cup ½ cup 2 slice ½ cup 8 oz	##WG Cold Cereal ¾ cup Fluid Skim Milk 8 oz	Kcal…….3058 %Fat……20 Chol…… 433 mg Protein……3 svg TPro…….169 gm CA++….2955 mg Grain……..13 svg WG……..5 svg Vit C*……137mg Vit A**…3735 RE Fiber……..39 gm
Saturday	Fresh Banana ##WG Cold Cereal Turkey Sausage Links #Waffles Fluid Skim Milk Lite Syrup	1 whole 1 ½ cup 2 ea 3 ea 16 oz 2 tbsp	Vegetable Soup*/** #Submarine Sandwich* Baked! Chips Original Fresh Orange* Sugar-Free Pudding Fluid Skim Milk	1 cup 1 sand 2 oz 1 whole 1 cont. 8 oz	Baked Chicken Scandia ##Brown Rice Pilaf Spring Green Salad LF French Dressing Apricot Halves** ##WW Dinner Roll Fluid Skim Milk	2 svg ½ cup 1 cup 1 tbsp ½ cup 1 roll 8 oz	Fresh Apple 1 Whole	Kcal…….2980 %Fat……26 Chol…… 444 mg Protein……6 svg TPro…….366 gm CA++….2590 mg Grain……..9 svg WG……..4 svg Vit C*…..193 mg Vit A**…1943 RE Fiber……..29 gm

*Vitamin C **Vitamin A ***Legume #Bread/Grain ## (WG) Whole Grain

Weekly Totals: **BREADS** @ Lunch (NSLP) = 18 **LEGUMES** = 4 Menu Subject to Change

STANDARD MENU

Menu (Cycle 3)

EXHIBIT T

Date: _____

DAY	BREAKFAST	Svg	LUNCH	Svg	DINNER	Svg	HS SNACK	Daily Totals
Sunday	Fresh Orange* ##Oatmeal Sugar Scrambled Egg Hash Browns ##Whole Wheat Toast Fluid Skim Milk Jelly	1 whole 1 cup 1 tsp ½ cup ¾ cup 2 slice 8 oz 2 tbsp	Turkey Hot Dog on ##Whole Wheat Bun Catsup/Mustard Baked Beans*** Coleslaw* Cantaloupe** Fluid Skim Milk	2, 2oz 2 ea 1 T ea 1 cup ½ cup 1 cup 8 oz	#Spaghetti w/ Meat Sauce #Garlic Bread Mixed Green Salad LF Italian Dressing Sliced Peaches Fluid Skim Milk Coconut Pudding	1½cup 1 pc 1 cup 1 tbsp ½ cup 8 oz 1 cup	## Granola Bar 1 bar	Kcal…….2990 %Fat…….27.5 Chol…… 73 mg Protein…..4.5 svg TPro…….144 gm CA++…..1921mg Grain……12 svg WG……..9 svg Vit C*……159 mg Vit A**…1561 mg Fiber……..42 gm
Monday	Pineapple Chunks* ##WG Cold Cereal Turkey Sausage Patty ##WG Bagel Fluid Skim Milk LF Cream Cheese Jelly	½ cup 1 ½ cup 1 ea 1 ea 16 oz 1 tbsp 1 tbsp	Breaded Chicken Sand on ##Whole Wheat Bun Lettuce & Tomatoes* Catsup/Mustard Baked Potato* Spinach Salad** LF 1000 Island Dressing Pear Halves Fluid Skim Milk Spread	1 ea 1 ea ½ cup 2 tbsp 1 ea 1 cup 1 tbsp ½ cup 8 oz 1 tsp	Porcupine Meatballs w/ Tomato Sauce* ##Brown Rice Pilaf Cauliflower* Garden Salad*/** LF French Dressing ##Whole Wheat Bread Fluid Skim Milk Cherry Crisp	2, 6 oz 1 cup ½ cup 1 cup 1 tbsp 2 slice 8 oz 1 svg	Fresh Apple 1 whole	Kcal……..3054 %Fat……..20.5 Chol…… 350 mg Protein……4 svg TPro…….148 gm CA++….1609 mg Grain……..10 svg WG……..10 svg Vit C*……206 mg Vit A**…2639 mg Fiber……..38 gm
Tuesday	Orange Juice* #Cream of Wheat #French Toast Turkey Sausage Links Fluid Skim Milk Lite Syrup Spread	8 oz 1 cup 2 slice 2 links 8 oz 2 tbsp 1 tsp	Roasted Turkey on ##WG Bagel Bean Soup*** Baked BBQ Chips Garden Salad */** LF Ranch Dressing Fresh Watermelon* Fluid Skim Milk	1 sand 1 cup 2 oz 1 cup 1 tbsp 1 cup 8 oz	Pork Chops Baked Whole Sweet Potato** Green Beans Applesauce* ##WW Dinner Roll Spread Fluid Skim Milk #Spice Cake	4 oz 1 whole ½ cup ½ cup 2 roll 1 tsp 8 oz 1 svg	##WG Cold Cereal ¾ cup Fluid Skim Milk 8 oz	Kcal……..3062 %Fat……23 Chol…… .341 mg Protein…….5 svg TPro…….152 gm CA++….2101 mg Grain……..9 svg WG……..5 svg Vit C*……152 mg Vit A**…4909 mg Fiber……..34 gm
Wednesday	Fresh Banana ##WG Cold Cereal Sliced Ham ##Whole Wheat Toast Hash Browns Fluid Skim Milk	1 whole 1 ½ cup 3 oz 1 slice ¾ cup 16 oz	BBQ Beef on ##Whole Wheat Bun Baked Beans*** Oven Crinkle Potatoes Steamed Broccoli**/* Mandarin Oranges* Fluid Skim Milk	1 ea 1 ea 1 cup 1 cup ½ cup ½ cup 8 oz	Chicken Fajitas w/ ##Whole Wheat Tortillas Salsa* Lite Sour Cream Vegetable Soup*/** ##WW Saltine Crackers Garden Salad*/** LF Italian Dressing Sliced Peaches Fluid Skim Milk	2 svg ¼ cup 1 tbsp 1 cup 6 sq 1 cup 1 tbsp ½ cup 8 oz	## Graham Crackers 4, 2.5" sq	Kcal……..2923 %Fat……..19.8 Chol…… 204 mg Protein……4 svg TPro…….151 gm CA++….1757 mg Grain……..9 svg WG……..9 svg Vit C*……174 mg Vit A**…2972 mg Fiber……..43 gm
Thursday	Fresh Orange* #Grits Scrambled Eggs Bacon ##whole Wheat Toast Fluid Skim Milk	1 whole 1 cup ½ cup 2 slice 2 slice 8 oz	#Pork Burrito #Spanish Rice Salsa* Apricot Halves** Garden Salad*/** LF French Dressing Fluid Skim Milk	2 ea 1 cup ½ cup ½ cup 1 cup 1 tbsp 8 oz	Country Fried Steak Scalloped Potatoes Whole Kernel Corn Fruit Salad*/** ##Whole Wheat Bread Fluid Skim Milk	2 svg 1 cup ½ cup ½ cup 2 slice 8 oz	## Granola Bar 1 bar Fluid Skim Milk 8 oz	Kcal……..2945 %Fat……27 Chol……..664 mg Protein…….5 svg TPro…….167 gm CA++….2340 mg Grain……..11 svg WG……..5 svg Vit C*……141 mg Vit A**…2747 mg Fiber……33 gm
Friday	Sliced Peaches ##WG Cold Cereal ##Whole Wheat Pancakes Turkey Sausage Patty Fluid Skim Milk Lite Syrup	½ cup ¾ cup 3, 4" ea 2 ea 16 oz 2 tbsp	Turkey Polish Sausage Ranch Style Beans*** #Mac N Cheese Cucumber/Tomato Salad* ##Whole Wheat Bread Fresh Apple Fluid Skim Milk	4 oz 1 cup ½ cup 1 cup 2 slice 1 whole 8 oz	#Lasagna w/ Beef #Soft Bread Stick Spinach** Pineapple Chunks* Fluid Skim Milk	2 svg 2 stick ½ cup ½ cup 8 oz	Fresh Banana 1 whole	Kcal……..2848 %Fat……..22.6 Chol…… 363 mg Protein……5 svg TPro…….171 gm CA++….3064 mg Grain……..11svg WG……..6 svg Vit C*……90 mg Vit A**…2067 mg Fiber……40 gm
Saturday	Orange Juice* ##WG Cold Cereal #Banana Bread Squares Cheese Omelet Fluid Skim Milk	8 oz ¾ cup 2 ea 1 ea 16 oz	#Pizza w/ Ground Beef Garden Salad*/** LF Ranch Dressing Minestrone Soup*/** ##WG Saltine Crackers Fruit Salad* Fluid Skim Milk	2 ea 1 cup 1 tbsp 1 cup 6 sq ½ cup 8 oz	Honey Lemon Chicken Lyonnaise Potatoes Carrots** Pear Halves ##Cornbread Fluid Skim Milk Vanilla Ice Cream	2 svg ½ cup ½ cup ½ cup 2 svg 8 oz ½ cup	## Graham Crackers 4, 2.5" sq	Kcal……..2968 %Fat……25 Chol…… …..656 Protein…….5 svg TPro…….144 gm CA++….2262 mg Grain……..9 svg WG……..5 svg Vit C*……159 mg Vit A**…4299 mg Fiber……..28 gm

*Vitamin C **Vitamin A ***Legume #Bread/Grain ## (WG) Whole Grain

Weekly Totals: **BREADS** @ Lunch (NSLP) = 17 **LEGUMES** = 3.5 Menu Subject to Change

STANDARD MENU

Menu (Cycle 4)

EXHIBIT T

Date: _____

DAY	BREAKFAST	Svg	LUNCH	Svg	DINNER	Svg	HS SNACK	Daily Totals
Sunday	Fresh Banana ##WG Cold Cereal ##Breakfast Sandwich Non-Fat Yogurt Fluid Skim Milk	1 whole 1½ cup 1 ea 6 oz 16 oz	Vegetable Soup*/** ##WW Saltine Crackers #Cold Cut Combo Sub* Baked! BBQ Chips Fresh Orange* Fluid Skim Milk	1 cup 6 sq 1 ea 2 oz 1 whole 8 oz	#Chicken Tomato* Bake Broccoli*/** Spring Green Salad */** LF Italian Dressing ##Whole Wheat Bread Fluid Skim Milk Pineapple Upside Dwn Cake	2 svg ½ cup 1 cup 1 tbsp 2 slice 8 oz 1 svg	Fresh Apple 1 whole	Kcal…….3074 %Fat……..24 Chol…… 463 mg Protein……5 svg TPro…….150 gm CA++....2963 mg Grain……..10 svg WG……..6 svg Vit C*…..189 mg Vit A**…1955 RE Fiber……..38 gm
Monday	Pineapple Chunks* ##Oatmeal #Pumpkin Muffin Hash Browns Fluid Skim Milk Sugar Spread	½ cup 1 cup 2 ea 1 cup 8 oz 1 tsp 1 tsp	Teriyaki Chicken Bowl w/ Broccoli & Carrots*/** & ##Steamed Brown Rice Fresh Apple Fluid Skim Milk Royal Brownie	1 bowl (¾cup) (1½ cup) 1 whole 8oz 1 svg	Roast Beef w/ Beef Gravy Mashed Potatoes Mixed Vegetables** Mixed Green Salad LF Italian Dressing Sliced Peaches ##WW Dinner Roll Fluid Skim Milk	4 oz ¼ cup 1 cup ½ cup 1 cup 1 tbsp ½ cup 1 roll 8 oz	##WG Cold Cereal ¾ cup Fluid Skim Milk 8 oz	Kcal…….2924 %Fat…….24.1 Chol…… 218 mg Protein…3.5 svg TPro…….134 gm CA++….1700 mg Grain……..9 svg WG……..7 svg Vit C*……111 mg Vit A**…2661 RE Fiber……..44 gm
Tuesday	Applesauce* ##Whole Wheat Pancakes Hash Browns Sliced Ham Fluid Skim Milk Spread LIte Syrup	½ cup 3, 4" ea ¾ cup 3 oz 8 oz 1 tbsp 2 tbsp	Nachos & Ground Beef Pintos Beans*** Salsa* #Spanish Rice Garden Salad*/** LF French Dressing ##Whole Wheat Tortilla Apricot Halves** Fluid Skim Milk	1 svg 1 cup ¼ cup ½ cup 1 cup 1 tbsp 1 ea ½ cup 8 oz	Baked Chicken Parslied Potatoes Carrots** Cucumber & Tomato Salad* ##Whole Wheat Bread Fluid Skim Milk	4 oz 1 cup ½ cup ½ cup 2 slice 8 oz	## Graham Crackers 4, 2.5"sq Fluid Skim Milk 8 oz	Kcal…….2981 %Fat…….29.6 Chol…… 269 mg Protein……4 svg TPro…….140 gm CA++.....2106 mg Grain……..10 svg WG……..8 svg Vit C*……141 mg Vit A**…3656 RE Fiber……..52 gm
Wednesday	Orange Juice* #Grits #Waffles Turkey Sausage Patty Fluid Skim Milk LIte Syrup	8 oz 1 cup 3 ea 2 ea 8 oz 2 tbsp	Chicken Strips w/ LF Ranch Dip Baked Potato* w/ Melted LF Cheddar Cheese ##Whole Wheat Bread Spinach Salad** LF Italian Dressing Pear Halves Fluid Skim Milk	6 strip 2 tbsp 1 whole 2 tbsp 2 slice 1 cup 1 tbsp ½ cup 8 oz	Salisbury Steak w/ Gravy ##Brown Rice Pilaf Green Beans Fruit Salad*/** ##Whole Wheat Bread Fluid Skim Milk	2 svg 1 cup ½ cup ½ cup 1 slice 8 oz	Fresh Banana 1 whole Fluid Skim Milk 8 oz	Kcal…….2981 %Fat……21 Chol…… 345 mg Protein……5 svg TPro…….166 gm CA++….2003 mg Grain……..10 svg WG……..5 svg Vit C*……126 mg Vit A**…1411 RE Fiber……..38 mg
Thursday	Fresh Orange* ##WG Cold Cereal Cheese Omelet ##Whole Wheat Toast Fluid Skim Milk Spread	1 whole 1 ½ cup 1 ea 2 slice 16 oz 1 tsp	Hamburger on ##Whole Wheat Bun Lettuce & Tomatoes* Catsup LF Mayo Baked! Original Chips Baked Beans*** Coleslaw* Cantaloupe** Fluid Skim Milk	1 ea ½ cup 1 tbsp 1 tsp 2 oz 1 cup ½ cup 1 cup 8 oz	Turkey Chop Suey #Chow Mein Noodles #Fried Rice Veggie Egg Roll Broccoli Fresh Apple Fluid Skim Milk	1½ cup 1 cup ¾ cup 1 ea ½ cup 1 wh 8 oz	## Granola Bar 1 bar	Kcal…….3015 %Fat……26 Chol…… 637 mg Protein…….3 svg TPro…….156 gm CA++….2011 mg Grain…..10.5 svg WG……..7 svg Vit C*……284 mg Vit A**….2322RE Fiber……..44gm
Friday	Sliced Peaches #Cream of Wheat Scrambled Eggs Bacon ##Whole Wheat Toast Fluid Skim Milk Sugar Spread	½ cup 1 cup ½ cup 2 strips 2 slice 8 oz 1 tsp 1 tsp	Roast Beef & LF Cheddar Cheese on ##Whole Wheat Bread Mustard/LF Mayo Lettuce & Tomatoes* Dill Pickle Spear Bean Soup*** ##WW Saltine Crackers Potato salad Mandarin Oranges* Fluid Skim Milk	3 oz 2 oz 2 slice 1T/1t ½ cup 1 ea 1 cup 6 sq 1 cup ½ cup 8 oz	Baked Cajun Chicken Sweet Potatoes** Ranch Style Beans*** Garden Salad*/** LF French Dressing Fresh Orange* ##WW Dinner Roll Fluid Skim Milk Cherry Cake	2 svg ½ cup ½ cup 1 cup 1 tbsp 1 wh 1 roll 8 oz 1 svg	##WG Cold Cereal ¾ cup Fluid Skim Milk 8 oz	Kcal…….2957 %Fat……23 Chol…… 682 mg Protein……4 svg TPro…….172 gm CA++….2117 mg Grain……..9 svg WG……..7 svg Vit C*……154 mg Vit A**…342 9RE Fiber……..43 gm
Saturday	Orange Juice* ##WG Cold Cereal Breakfast Burrito Fluid Skim Milk Salsa*	8 oz 1 ½ cup 2 ea 16 oz ¼ cup	Pizzaburger on a Roll Minestrone Soup***/** ##WW Saltine Crackers Garden Salad*/** LF Italian Dressing Watermelon* Fluid Skim Milk	2 svg 1 cup 6 sq 1 cup 1 tbsp ½ cup 8 oz	Turkey a la King Steamed Rice Orange Glazed Carrots** Pineapple Chunks* ##Whole Wheat Bread Fluid Skim Milk	1½ cup 1 cup ½ cup ½ cup 1 slice 8 oz	Fresh Apple 1 whole	Kcal…….2980 %Fat……..21.7 Chol…… 562 mg Protein…….3 svg TPro…….155 gm CA++.....2407 mg Grain……..11 svg WG……..4 svg Vit C*……205 mg Vit A**…5261 RE Fiber……..35 gm

*Vitamin C **Vitamin A ***Legume #Bread/Grain ## (WG) Whole Grain

Weekly Totals: **BREADS** @ Lunch (NSLP) = 22 **LEGUMES** = 3 Menu Subject to Change

STANDARD MENU

Date: _____

Menu (Cycle 5)

EXHIBIT T

DAY	BREAKFAST	Svg	LUNCH	Svg	DINNER	Svg	HS SNACK	Daily Totals
Sunday	Apricot Halves** ##Oatmeal Scrambled Eggs Hash Browns ##Whole Wheat Toast Fluid Skim Milk Jelly	½ cup 1 cup ½ cup ¾ cup 3 slice 8 oz 2 tbsp	##Grilled Chicken Pita* Baked Potato* Coleslaw* Fresh Apple Fluid Skim Milk Spread	2 ea 1 wh ½ cup 1 wh 8 oz 1 tsp	Ground Beef & ##Spanish Rice ##Whole Wheat Tortillas Pear Halves Zucchini Squash* Fluid Skim Milk Applesauce Cake	1½ cup 1 ea ½ cup ½ cup 8 oz 1 svg	## Muffin Squares 1 sq Fluid Skim Milk 8 oz	Kcal…….3012 %Fat……26 Chol…… 670 mg Protein…….5 svg TPro…….152 gm CA++..2012 mg Grain……..11 svg WG……..10 svg Vit C*…..98 mg Vit A**…1407 RE Fiber…….41 gm
Monday	Fresh Orange* ##WG Cold Cereal Turkey Sausage Patty ##WG Bagel Fluid Skim Milk LF Cream Cheese Jelly	1 whole 1 ½ cup 1 ea 1 ea 8 oz 1 tbsp 2 tbsp	##Chicken Parmesan Sand Spring Green Salad** LF Italian Dressing Fresh Grapes* Fluid Skim Milk	2 ea 1 cup 1 tbsp ½ cup 8 oz	Country Fried Steak Au Gratin Potatoes Herbed Broccoli/Cauliflower* Cantaloupe/Honeydew Melon Mix**/* ##Whole Wheat Dinner Roll Fluid Skim Milk	2 svg 1 cup ½ cup 1 cup 1 roll 8 oz	Fresh Banana 1 whole Fluid Skim Milk 8 oz	Kcal…….3087 %Fat……26 Chol…… 295 mg Protein……..6 svg TPro…….173 gm CA++….2651 mg Grain…….9 svg WG……..9 svg Vit C*…..184 mg Vit A**…1460 RE Fiber…….28 gm
Tuesday	Orange Juice* #Cream of Wheat ## WG French Toast Bacon Fluid Skim Milk Syrup	8 oz 1 cup 3 slice 2 slice 8 oz 2 tbsp	#Beef Burrito*** Pinto Beans*** Cucumber/Tomato Salad* Fresh Apple Fluid Skim Milk	2 ea 1 cup 1 cup 1 wh 8 oz	#Turkey Pot Pie Garden Salad*/** LF French Dressing Sliced Peaches ##Cornbread Fluid Skim Milk	1½cups 2 cup 2 tbsp ½ cup 1 svg 8 oz	Sugar Free/NF Chocolate Pudding 1 cup	Kcal…….3021 %Fat…….25.6 Chol…… 354 mg Protein……3 svg TPro…….150 gm CA++….2009 mg Grain……9 svg WG……..4 svg Vit C*…..176 mg Vit A**…4432 RE Fiber…….43 gm
Wednesday	Fresh Banana ##WG Cold Cereal Sliced Ham ##Whole Wheat Toast Hash Browns Fluid Skim Milk	1 whole 1 ½ cup 3 oz 2 slice ¾ cup 16 oz	Chicken Stir-Fry w/ Carrots** #Steamed Rice #Chow Mien Noodles Fresh Orange* ##Whole Wheat Bread Fluid Skim Milk	1½ cup 1 cup 1 cup 1 wh 2 slice 8 oz	#Spaghetti & Meat Sauce #Soft Bread Stick Spring Green Salad*/** LF Italian Dressing Fruit Cocktail Fluid Skim Milk Vanilla Ice Cream	1½ cup 1 ea 1 cup 1 tbsp ½ cup 8 oz ½ cup	## Granola Bar 1 bar	Kcal…….2979 %Fat……26 Chol…… 371 mg Protein……4 svg TPro…….156 gm CA++….1717 mg Grain……..11 svg WG……..7 svg Vit C*……148 mg Vit A**…5821 RE Fiber……..34 gm
Thursday	Applesauce* ##Oatmeal Turkey Sausage Links #Muffin Squares Fluid Skim Milk Sugar Spread	½ cup 1 cup 2 links 2 sq 16 oz 1 tsp 1 tsp	Turkey Hot Dog on ##Whole Wheat Bun Baked Beans*** Coleslaw* Baked Potato* Pear Halves Fluid Skim Milk Catsup/Mustard	2 ea 2 ea 1 cup ½ cup 1 ea ½ cup 8 oz 1 T ea	Pork Rib Patty ##Brown Rice Pilaf Steamed Spinach** Pineapple Chunks* ##WW Dinner Roll Fluid Skim Milk	2 ea 1 cup ½ cup ½ cup 2 ea 8 oz	Fresh Banana 1 whole	Kcal…….2816 %Fat……26 Chol…… 276 mg Protein……5 svg TPro…….139 gm CA++…..2069 mg Grain……..12 svg WG…….10 svg Vit C*…….79 mg Vit A**…1519 mg Fiber…….43 gm
Friday	Slice Peaches ##WG Cold Cereal ##Whole Grain Pancakes Scrambled Eggs Fluid Skim Milk Lite Syrup	½ cup 1 ½ cup 3 ea ½ cup 16 oz 2 tbsp	Chicken Salad on ##Whole Wheat Bread Baked Flamin' Hot Cheetos Bean Soup*** ##WW Saltine Crackers Spinach Salad** LF French Dressing Fresh Orange* Fluid Skim Milk	½ cup 2 slice 2 oz 1 cup 6 sq 1 cup 1 tbsp 1 wh 8 oz	Ground Beef Stroganoff w/ #Egg Noodles #Biscuit Garden Salad*/** Watermelon* Fluid Skim Milk	1½ cup 1 cup 1 ea 1 cup 1 cup 8 oz	Fresh Apple 1 whole	Kcal…….3031 %Fat……27 Chol…… 766 mg Protein……3 svg TPro…….151 gm CA++…..2424mg Grain……..11 svg WG……..8 svg Vit C*…..136 mg Vit A**…2775 RE Fiber……..34 gm
Saturday	Mandarin Oranges* #Grits #Banana Bread Squares Cheese Omelet Fluid Skim Milk	½ cup 1 cup 2 ea 1 ea 8 oz	##Beef Tacos w/ Lettuce/Tomato/Cheese* Refried Beans*** #Spanish Rice Salsa* Baby Carrots** w/ Creamy Veggie Dip Fresh Apple Fluid Skim Milk	2 ea 1 cup ½ cup ½ cup ½ cup 2 tbsp 1 wh 8 oz	Roasted Turkey w/ Gravy Baked Sweet Potato** #Macaroni & Cheese Broccoli Salad* ##Whole Wheat Bread Fluid Skim Milk	3 oz ¼ cup 1 wh ½ cup ½ cup 2 slice 8 oz	##WG Cold Cereal ¾ cup Fluid Skim Milk 8 oz	Kcal…….2997 %Fat…….24.7 Chol…… 587 mg Protein…….4 svg TPro…….156 gm CA++….2703 mg Grain……..11 svg WG……..5 svg Vit C*……127 mg Vit A**…5685 RE Fiber……..38 gm

*Vitamin C **Vitamin A ***Legume #Bread/Grain ## (WG) Whole Grain

Weekly Totals: **BREADS** @ Lunch (NSLP) = 22 **LEGUMES** = 4 Menu Subject to Change

ADDENDUM TO MENU

I. Minimum Standards

The following minimum standards are included in order to clarify the quality requirements cited in the Contract. This shall be accomplished by attaching the standards to the menu (Exhibit T).

Meats – USDA Good or Better

Fresh Vegetables – (except squash) US No. 1

Squash – US No. 1 or 2

Fresh Fruit - US. No. 1

Frozen Vegetables – US A or B

Frozen Fruit – US A

Whole Grain Bread – Bread or bread products containing not less than 40% whole grain flour or meal as determined by weight.

Whole grain flour or meal – the product derived by grinding the entire grain. If a flour or meal does not contain the germ it is not whole grain.

Milk – an offering of low-fat milk and skim milk.

Fat content shall not be more than 20% in meat. No fillers to be used in ground beef except for an allowable 4% maximum of soybean filler.

II. Sack Lunch Definition

Two sandwiches each containing 2 oz. of protein, ½ oz. salad dressing or mustard on each sandwich. One piece of fresh fruit, 2 celery and 2 carrot sticks, ½ pint of milk, and one of the following: 1 small bag of potato chips, 2 each large cookies (no icing) or 3 small cookie (no icing).

Menu variations may be made and must be pre-approved by the Probation Department Food Services Consultant, RD before use in recognition of the following holidays: New Year's Day, Dr. Martin Luther King's birthday, Washington's birthday, Ash Wednesday, Good Friday, Easter, Cinco de Mayo, July 4, Thanksgiving and Christmas.

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MEAL SUPPLEMENT FOR PREGNANT OR LACTATING STUDENTS PROGRAM (PALS)

MEAL SUPPLEMENT PATTERN (Effective August 2003)

Table 1

List of additional quantities of food that must be served by schools participating in a federal lunch program

Food	Lunch Requirements	Supplement Requirements	To Equal Daily Total of
Meat/Meat Alternate	2 oz.	2 oz.	4 oz.
Grains/Bread	8 servings/week	1-2 servings	3 servings*
Calcium Supplement	—	1/2 pt. milk or 1 oz. cheese	1 serving**
Milk	1/2 pt.	See Calcium Supplement	1/2 pt.
Vegetable and/or Fruit	3/4 cup	No additional requirement	3/4 cup fruit

* One cup of fruit may replace one serving of the grains/bread once a week.
** One cup of yogurt, made with pasteurized milk, may replace the calcium supplement not more than two times per week.

Table 2

List of additional quantities of food that must be served by schools participating in federal breakfast and lunch program

Food	Breakfast Requirements	Lunch Requirements	Supplement Requirements	To Equal Daily Total of
Meat or Meat alternate	Choice of: 1 oz. or 1 serving	2 oz.	2 oz.	5 oz. If meat/meat alternate is served at breakfast 4 oz. If meat/meat alternate **is not** served at breakfast
Grains/Bread	Choice of: 1 oz. or 1 serving	8 servings/week	0-1 serving	3 servings per day*
Calcium Supplement	—	—	1/2 pt. Milk or 1 oz. Cheese	1 serving**
Milk	1/2 pt.	1/2 pt.	See Calcium Supplement	1 pt.
Vegetable and/or Fruit	1/2 cup	3/4 cup	No additional requirement	1 1/4 cup

* One cup of fruit may replace one serving of the grains/bread once a week.
** One cup of yogurt, made with pasteurized milk, may replace the calcium supplement not more than two times per week.

When planning menus, however, schools should keep in mind the following:

Cream cheese does not qualify as a meat alternate and is mostly fat.

Breakfast pastries, doughnuts, and cocoa are high in sugar and fat and are expensive.

Information adapted from "Nutrition Guide for Pregnant and Lactating Students," California Department of Education, 1987, pp 21-24. Updated August 2003.

For the purpose of this program, the following definitions will apply:

Supplement A time when all of the additional components are provided

Snack A fraction of the additional components are provided. The remainder may be offered as a separate snack or with breakfast or lunch.

These quantities must be added to the total amount of food required by the National School Lunch and School Breakfast Programs. They may be added to a meal or served separately at or dispersed through the following times:

Breakfast Lunch
Morning/Afternoon Snack
Morning/Afternoon Supplement

The total amount of bread/bread alternate served per day, including breakfast and lunch, must equal three servings.

One cup of fruit may replace one serving of the bread component, one a week, in this supplemental program only. Unsweetened yogurt must be made with pasteurized milk, and may replace eight ounces of milk or one ounce of cheese, up to two times a week, in this supplemental program only**.**

EXHIBIT V

FOOD BASED MENU PRODUCTION RECORD

SITE:	OFFER vs. SERVE: Yes or No	DAY:	DATE:

Meal Count Record				Listed Menu Item		Portioning Utensil	Recipe Name or Code	Contribution to Meal Pattern				#Times Recipe	# Serv/ Purchase Unit	Amount to Prepare		Leftovers*
	Est.	Actual		Item	Planned Portion Size			M/MA oz	G/B Svg	V/F Svg	Milk oz			Estimate	Actual	
Minors			BREAKFAST													
Adults																
Total																
Minors			LUNCH													
Adults																
Total																
Minors			DINNER													
Adults																
Total																
Minors			HS SNACK													
Adults																
Total																

*LEFTOVERS: X = Served as Seconds XX = Served to Staff XXX = Discarded Completed By:

EXHIBIT W

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE - PAYROLL REPORTING FORM

☐ CONTRACTOR ☐ SUBCONTRACTOR	CONTRACT No.: TYPE OF SERVICE:
NAME:	WORK LOCATION(S):
ADDRESS:	
CONTACT PERSON: TELEPHONE: ( )	PAYROLL PERIOD (Beginning and end dates):

NAME / ADDRESS	SS #	Position Title	DAY AND DATE										
	☐ Full ☐ Part		1	2	3	4	5	6	7	8	9	10	11
		County											
	Health Ins.	OT											
	☐ Yes	OTHER											
	☐ No	OT											

NAME / ADDRESS	SS #	Position Title	DAY AND DATE										
	☐ Full ☐ Part		1	2	3	4	5	6	7	8	9	10	11
		County											
	Health Ins.	OT											
	☐ Yes	OTHER											
	☐ No	OT											

NAME / ADDRESS	SS #	Position Title	DAY AND DATE										
	☐ Full ☐ Part		1	2	3	4	5	6	7	8	9	10	11
		County											
	Health Ins.	OT											
	☐ Yes	OTHER											
	☐ No	OT											

NAME / ADDRESS	SS #	Position Title	DAY AND DATE										
	☐ Full ☐ Part		1	2	3	4	5	6	7	8	9	10	11
		County											
	Health Ins.	OT											
	☐ Yes	OTHER											
	☐ No	OT											

EQUIPMENT AND BUILDINGS MAINTENANCE PROCEDURE FOR FOOD SERVICE CONTRACTS WITH PRIVATE COMPANIES

ROUTINE: All requests for maintenance and repairs by the Contractor will be submitted on written work orders to the Program Manager for submission to the appropriate Internal Services Department repair shop.

EMERGENCY: In the event of a breakdown of basic utility services, e.g., plumbing, electrical, air conditioning, sewers, et. al; the Contractor will notify the Program Manager (Officer of the Day on evenings and weekends/holidays) by telephone, who will call the appropriate Internal Services Department emergency serviceman for immediate repairs. Emergency requests for service must be confirmed within twenty-four (24) hours are written work orders. If after repairs are completed, it appears that the breakdown was the result of CONTRACTOR'S negligence or within the regular maintenance responsibilities of the Contractor, the cost of repairs will be billed to Contractor.

RESPONSIBILITY: The attached strip sheets of Internal Services Department Maintenance Policy detail the regular maintenance responsibility of Contractor and/or COUNTY. They will be used as a guide in determining fiscal responsibility as well as who shall maintain and repair the equipment and buildings.

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BARRY J. NIDORF JUVENILE HALL FOOD SERVICE CONTRACT

MAINTENANCE RESPONSIBILITY

ITEM	CONTRACTOR	PROBATION	COUNTY ISD	CRAFT	REMARKS
Table - Baker S/S -95"L x 48"W	X				
Double Sink - S/S w/Faucet Built- in			X	11	
Table -Sink - 30" x 17 ½ Built- in Main Kitchen			X	11	
Mixer-Floor-Vulcan Auto Mix Model FM80	X				
Bins -S/S -Portable w/Caster (8)	X				
Refrigerator - 2 door - Traulsen			X	13	
Refrigerator/Freezer Walk-in Bally			X	13	
Kettle-Steam S/S Serial #1976 Model D43	X				
Hot/Cold Carts-Cres-Cor (13)	X				
Ovens 6 ea.- Bakers - Blodgett Co.	X				
Mixer - Vulcan-Floor Model	X				
Table 12' w/Shelves & Sink Built-in	X				
Refrigerators - S/S (3)			X	13	
Refrigerator Freezers-Balley Co Walk-in (2)			X	13	
Refrigerator Walk-in			X	13	
Hot Line w/Sneeze Guard-Cabinet-Refrig.	X				Mech. To maintain refrig.
Table-Utensil Rack w/Sink	X				
Table-Work 6' - S/S	X				

BARRY J. NIDORF JUVENILE HALL FOOD SERVICE CONTRACT

MAINTENANCE RESPONSIBILITY

ITEM	CONTRACTOR	PROBATION	COUNTY ISD	CRAFT	REMARKS
Meat Saw - Hobart	X				
Food Warmer-Serving Line 1-Kitchen 1-Cart Room	X				
Conveyer - Serving Line	X				
Food Warmer-Stationary 8 -Compartment Floor Model	X				
Spoons - Basting -Solid (6)	X				
Ranges w/Ovens (3) Garland	X				
Grills (1) Garland	X				
Convection Ovens - Electric (6)	X				
Steam Kettles - 2-40 Gal. 1-60 Gal.	X				
Table 15' x 30" - S/S	X				
Table -10" x 30" - S/S	X				
Pot & Pan Washing Machine	X				
Pre-Wash Sink & Table-Combination (2)	X				
Desk - Main Kitchen	X				
Light Fixtures			X	5	Contractor-bulbs/COUNTY Fixture
Sink & Faucets w/Cabinet - S/S	X				
Sink & Counter Tops - In Dining Room	X				

BARRY J. NIDORF JUVENILE HALL FOOD SERVICE CONTRACT

MAINTENANCE RESPONSIBILITY

ITEM	CONTRACTOR	PROBATION	COUNTY ISD	CRAFT	REMARKS
Fire Extinguisher in Hood - Automatic			X		
Fire Extinguisher - Portable			X	13	
Ice Machine	X				
Filters In Hood	X				
Doors Interiors	X				
Traps			X	11	
Faucets			X	11	
Rinse Sprinkler -Overhead	X				

District 3 Facility: Barry J. Nidorf Juvenile Hall Address: 16350 Filbert Street, Sylmar BIS 700

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EXHIBIT Y

California Department of Education School Nutrition Programs Unit
Child Nutrition and Food Distribution Division April 1998

SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of $100,000. This form is required each time a bid for goods/services over $100,000 is solicited or when renewing/extending an existing contract exceeding $100,000 per year. (Includes Food Service Management and Food Service Consulting Contracts.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Probation – Barry J. Nidorf Juvenile Hall
Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Edward Clark RVP — Printed Name, Title

Signature

1-23-2013 — Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose Contract for goods or services exceeds the Federal procurement small purchase threshold fixed at $100,000) is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

http://www.cde.ca.gov/nsd/npm/snp/suspens.htm

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.

Notice **1015** (Rev. 12-2011)
Cat. No. 20599I

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT - HUMAN RESOURCES DIVISION
9150 East Imperial Highway
Downey, CA 90242

BACKGROUND REQUEST FORM

(Fax to 562-803-4558)

Requesting Agency: _____

Agency Address: _____

City and Zip Code: _____

Agency Contact Person: _____

Telephone No.: _____

Fax No.: _____

Lead Agency (If Different): _____

Instructions to Applicants:

1. Prior to the background interview you will complete the application in black ink.

2. Provide a valid Government issued photo identification & SOCIAL SECURITY CARD. (example: Driver License or Identification Card)

NO COPIES WILL BE ACCEPTED

	Completed by Requesting Agency				Completed by Central Processing Unit	
	Applicant's Name	Applicant's Position	Available Dates & Times		Appointment Date	Appointment Time
1						
2						
3						
4						
5						
6						
7						
8						
9						

PROBATION DEPARTMENT
Prop A Review - Food Services at Barry J. Nidorf Juvenile Hall
Comparison of County's Estimated Avoidable Costs to Contractor's Costs

COUNTY COSTS

Direct Costs

Salaries -

Classification	2010-11 Monthly Weighted 5th Step Salary	No. of Positions	No. of Months	Total
Chief Cook	4,271.18	1	12	51,254.16
Head Cook	3,919.73	1	12	47,036.76
Sr. Cook	3,469.73	3	36	124,910.28
Cook	2,962.00	3	36	106,632.00
Food Service Worker	2,350.27	8	96	225,625.92
	Subtotal	16	192	555,459.12
	Cost of living adjustment (COLA)			-
	Less: 5th Step Salary Savings (1.7457%)			(9,696.65)
	Total Direct Salaries			545,762.47
Employee Benefits @ 45.532%				248,496.57
	Total Salaries & Employee Benefits			794,259.04
Food				721,239.96
Office Supplies				5,022.36
Telephone				2,336.04
Laundry / Linen				1,868.76
Uniforms				3,684.60
Kitchen Small wares				2,919.96
Paper Supplies				87,600.00
Chemical / Supplies				2,919.96
Maintenance and Repair				5,875.92
Travel and Training				1,725.96
Licenses and Permits				700.80
Computer Support				3,180.00
Food Safety Audits				600.00
Physical / Background checks				512.00
Food Handler Certification				832.00
Services & Supplies				841,018.32
Indirect Cost				-
	Total Estimated Avoidable Costs			**1,635,277.36**

CONTRACTING COSTS

Direct Costs	1,409,457.60
Indirect Costs	9,333.36
Sales Tax	21,382.18
Profit	18,666.72
Total Contract Costs (Direct plus Indirect)	**$1,458,839.86**
Estimated Savings from Contracting (Avoidable Costs less Contract Costs)	**176,437.50**
Percent of Savings - $176,437.50 / $1,635,277.36	**10.79%**

EMPLOYEE BENEFITS

Medical Insurance/Health Plan:

	Kaiser HMO	Blue Cross/Blue Shield EPO
Employer Pays:	$ 247.60 (Employee Only)	$ 290.75 (Employee Only)
	$ 481.91 (Employee + 1)	$ 570.64 (Employee + 1)
	$ 772.71 (Family)	$ 902.20 (Family)

	Kaiser HMO	Blue Cross/Blue Shield EPO
Employee Pays:	$ 186.33 (Employee Only)	$ 186.33 (Employee Only)
	$ 385.68 (Employee + 1)	$ 385.67 (Employee + 1)
	$ 465.87 (Family)	$ 528.67 (Family)

	Kaiser HMO	Blue Cross/Blue Shield EPO
Total Mo. Premium:	$ 374.92 (Employee Only)	$ 477.08 (Employee Only)
	$ 867.59 (Employee + 1)	$ 956.31 (Employee + 1)
	$1,301.38 (Family)	$1430.87 (Family)

Annual Deductible
Employee $ 0 Family $ 0

	Aetna PPO
Employer Pays	$ 292.87 (Employee Only)
	$ 564.05 (Employee + 1)
	$ 874.28 (Family)

	Aetna PPO
Employee Pays	$ 130.00 (Employee Only)
	$ 281.67 (Employee +1)
	$ 394.33 (Family Coverage)

	Aetna PPO
Total Mo. Premium	$ 422.87 (Employee Only)
	$ 845.72 (Employee + 1)
	$1,268.61 (Family)

Annual Deductible
Employee $ 1,500 Family $ 3,000

Coverage (X)

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 $ 0	Employee Pays $27.47/mo (Emp Only)	Total Mo. Premium	$ 27.47
	$55.64/mo (Emp+1)	Total Mo. Premium	$ 55.64
	$113.36/mo (Family)	Total Mo. Premium	$113.36

Life Insurance:
Employer Pays $.141 cents/$1000 Employee Pays $0
Total Monthly Premium $.70.5 cents for $5,000 coverage

Vacation:
Number of Days 5 and
Any increase after 3 years of employment, number of days or hours 10 days
after 8 years of employment, number of days or hours 15 days

Sick Leave:
Number of Days 12 days and
Any increase after ___ years of employment, number of days or hours. No increase based on tenure

Holidays:
Number of Days 0 per year

Retirement:
Employer Pays $ NA Employee Pays $ NA Total Premium $ NA

401K Plan offered with 35% company match.

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: MORRISON MANAGEMENT SPECIALISTS, INC.

COUNTY VENDOR NUMBER: 52856601

☐ As a local SBE, certified by the County of Los Angele, Internal Services Department, I request this proposal/bid be considered for Local SBE Preference.

☐ Attached is my Local SBE Certification letter issued by the County

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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): **19,092**

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partner		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	0	0	225	257	2248	4132
Hispanic/Latino	0	0	106	71	997	1271
Asian or Pacific Islander	0	0	34	64	223	360
American Indian	0	0	4	10	23	39
Filipino	0	0	Included With API	Included With API	Included With API	Included With API
White	0	0	1293	1562	1814	3886
Two or More races	0	0	23	31	156	261
unknown	0	0	0	1	0	1

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	0%	0%	0%	0%	0%	0%
Women	0%	0%	0%	0%	0%	0%

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 certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
N/A					

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
Edward Clark	Edward M Clark	Regional Vice President	3/1/12

Attachment V

Bid Detail Information

Bid Number : 6401201
Bid Title : Request to provide food services at Barry J. Nidorf Juvenile Hall
Bid Type : Service
Department : Probation
Commodity : CONSULTING SERVICES - FOOD SERVICE
Open Date : 1/27/2012
Closing Date : 3/23/2012 12:00 PM
Bid Amount : N/A
Bid Download : Available
Bid Description : The Contractor will be responsible for providing the most efficient and economical services through both the provision of experienced food services staff available for the term of the contract, and appropriate supplies and equipment to maintain the required level of food services for the designated Probation Department facility.
Contact Name : Yvonne Humphrey
Contact Phone# : (562) 658-4321
Contact Email : yvonne.humphrey@probation.lacounty.gov
Last Changed On : 1/27/2012 1:49:32 PM

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