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313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213)240-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.

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April 01, 2014

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

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 April 1, 2014
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

APPROVAL OF AN AGREEMENT FOR CONCESSION CAFETERIA SERVICES AT DEPARTMENT OF HEALTH SERVICES/DEPARTMENT OF PUBLIC HEALTH HEADQUARTERS WITH LUNCHSTOP, INC.
(SUPERVISORIAL DISTRICT 1)
(4 VOTES)

SUBJECT

Approval of a new Agreement for Concession Cafeteria Services at Department of Health Services/Department of Public Health headquarters located at 313 N. Figueroa Street, Los Angeles, CA 90012.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute a no-cost agreement with LunchStop, Inc., effective upon Board approval for the period of three years, with five additional one-year renewal periods for the provision of Concession Cafeteria Services at Department of Health Services (DHS)/Department of Public Health (DPH) headquarters.

2. Delegate authority to the Director, or his designee, to: 1) extend the term for up to an additional five years, on a year-to-year basis, if in the opinion of the Director or his designee, LunchStop, Inc. has successfully performed during the previous agreement period and the services are still required; 2) approve and execute amendments to incorporate necessary changes within the scope of work; and 3) to suspend work, if in the opinion of the Director or his designee, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will allow the Director to execute an agreement, substantially similar to Exhibit I, to provide Concession Cafeteria Services at DHS/DPH headquarters located at 313 N. Figueroa Street in Los Angeles. The building has been without a cafeteria operator since 2009 when the previous Concession Services Agreement administered by the Chief Executive Office (CEO) expired.

Most employees don't have time to prepare meals at home and should have the ability to buy food quickly and eat in an on-site restaurant-style setting. This encourages social interaction, increases employee job satisfaction and productivity, and saves time and gas money. When the cafeteria opens under the recommended agreement, over 600 employees, volunteers and visitors will have a convenient place to purchase snacks and meals.

Authority to contract for this service is expressly provided by statute (California Government Code, Section 25536) and requires a four/fifths vote of the Board.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness, and Goal 3, Integrated Services Delivery of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

This is a no-cost agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Auditor-Controller's September 28, 2012 report to the Board on County Food Service Contracts included a recommendation that DHS notify the Board when DHS subsidizes cafeteria operations. Under the recommended agreement, LunchStop, Inc. will operate the cafeteria rent-free, and DHS will provide utilities and maintenance of the fixed equipment (e.g. walk-in freezer and refrigerator, stove, fryer, etc.) in the food-service area. A new operator for the cafeteria was difficult to attract because of the prolonged closure of the cafeteria since 2009 and, therefore, an extensive start-up investment is necessary by any new operator. In addition, clientele is generally limited to the employees housed in the building and there is limited access by the public. DHS and DPH desired to obtain a new cafeteria operator for the benefit of the employees and made a decision to pursue a rent-free agreement.

The recommended contractor is LunchStop, Inc., which also provides Concession Cafeteria Services at the Kenneth Hahn Hall of Administration. LunchStop, Inc. shall commence the three-year operation of Concession Cafeteria Services within 30 – 60 calendar days following the Board of Supervisor's award unless otherwise approved by County. With the Board's delegated authority, the Director or his designee may renew the Agreement for five one-year renewal options.

Under the recommended Agreement, LunchStop, Inc. will operate Monday through Friday from 6:30 a.m. through 3:00 p.m., with hot breakfast from 6:30 a.m. – 10:30 a.m. and hot lunch from 11:00 a.m. – 1:30 p.m. Service beyond the specified hours and days will be supplied through vending machines with a variety of foods, in compliance with the Los Angeles County Food Policy, approved by the

Board on August 8, 2006, and last amended on August 18, 2009.

Concession Cafeteria Services Agreements are subject to the County's Living Wage Program (County Code Charter 2.201). The Agreement complies with all of the requirements of the Los Angeles County Code, Section 2.201. The contractor will pay its full time employees the required minimum rates of $11.84 per hour without health benefits, or $9.64 per hour with health benefits of $2.20 per hour, as specified in the LWO adopted by the Board on February 6, 2007, and will comply with the County's Living Wage reporting requirements.

CONTRACTING PROCESS

DHS, in concert with DPH, developed a Request For Proposals (RFP) that also complied with the approved Healthy Food Promotion in Los Angeles County Food Services Contract. DHS also consulted with DPH's Division of Chronic Disease and Injury Prevention prior to the release of the RFP to ensure that dietary requirements comply with previously adopted Board policies to promote healthy nutrition.

On August 8, 2013, the RFP to select a cafeteria contractor at DHS/DPH headquarters was released. DHS sent e-mails to potential proposers and notice of the RFP was posted and made available for downloading on the DHS and Internal Services Department's websites. A mandatory proposers' conference was held August 27, 2013, at DHS/DPH headquarters. The conference was attended by six potential proposers. A walkthrough of the site was conducted as part of the conference. However, no proposals were received by the deadline on September 24, 2013.

On October 3, 2013, a second RFP was released and notice of the RFP was posted and made available for downloading on the DHS and Internal Services Department's websites. On October 16, 2013, a mandatory proposers' conference was held at DHS/DPH headquarters. Proposers that attended the proposers' conference/walk-through on August 27, 2013, did not need to attend. The conference was attended by one potential proposer. Two proposals were received by the November 13, 2013 deadline and both met the minimum requirements established in the RFP.

An Evaluation Committee comprised of DHS and DPH representation evaluated the two proposals. The Committee evaluated each proposal based on criteria identified in the RFP including background and experience, performance history/references, comprehensive start-up plan, capability, budget, marketing plan, and menu. LunchStop was determined to be the highest ranked proposer. No protests were received.

The Agreement includes all Board of Supervisors' required provisions. County Counsel has reviewed and approved Exhibit I as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this Agreement will provide over 600 employees, volunteers and visitors a convenient place to purchase snacks and meals.

Respectfully submitted,

Mitchell H. Katz, M.D.

Director

MHK:az

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Department of Public Health

EXHIBIT I

DEPARTMENT OF HEALTH SERVICES

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LUNCHSTOP, INC.

FOR

CONCESSION CAFETERIA SERVICES

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AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
LUNCHSTOP, INC.
FOR

CONCESSION CAFETERIA SERVICES

This Agreement and Exhibits made and entered into this ___ day of _____, 2014 by and between the County of Los Angeles, hereinafter referred to as County and LunchStop, Inc., hereinafter referred to as Contractor. LunchStop, Inc. is located at 861 Pomegranate Avenue, Patterson, CA 95363.

RECITALS

WHEREAS, the County may contract with private businesses for Concession Cafeteria Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing special services; and

WHEREAS, this Agreement is therefore authorized under California Code, Government Code Section 25536 which authorizes the Board of Supervisors to contract for Concession Cafeteria Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Concession Cafeteria Services; and

WHEREAS, the Contractor is authorized under the laws of the State of California to engage in the business of providing Concession Cafeteria Services and possesses the competence, expertise, and personnel necessary to provide such services described hereunder; and

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, and L are attached to and form a part of this Agreement. 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 Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - **Intentionally Omitted**

1.3 EXHIBIT C - Contractor's Schedule

1.4 EXHIBIT D - Contractor's EEO Certification

1.5 EXHIBIT E - County's Administration

1.6 EXHIBIT F - Contractor's Administration

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Unique Exhibits:

Prop A - Living Wage Program

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

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

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

2.1 Agreement: This contract 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 Concession Premises: For purposes of this Agreement, the kitchen and dining room space located at 313 N. Figueroa Street, 10th Floor, Los Angeles, CA 90012

2.3 Contractor: The sole proprietor, partnership, limited liability company or corporation that has entered into this Agreement with the County to perform or execute the work covered by the Statement of Work, Exhibit A.

2.4 Contractor Project Manager: The individual designated by the Contractor to administer the Agreement operations after the Agreement award.

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

2.6 DHS: Department of Health Services

2.7 Director: Director of Health Services or his/her authorized designee.

2.8 Facility Project Director: Person designated by County with authority for County on administrative matters relating to this Agreement that cannot be resolved by the Facility's Project Manager.

2.9 Facility Project Manager: Person designated by Facility's Project Director to manage the operations under this Agreement and responsibility to oversee the day to day activities of this Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.10 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 Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, 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 AGREEMENT

4.1 The term of this Agreement shall be three (3) years commencing upon approval by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

4.2 The County shall have the sole option to extend this Agreement term for up to five (5) additional one-year periods, for a maximum total Agreement term of eight (8) years. Each such option and extension shall be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors in accordance with Sub-paragraph 8.1 - Amendments.

4.3 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 an Agreement term extension option.

4.4 The Contractor shall notify DHS when this Agreement 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 the DHS at the address herein provided in Exhibit E - County's Administration.

5.0 CONCESSION ARRANGEMENT

In exchange for Concession Cafeteria Services to be provided by Contractor and Sub-Contractor, as specified in Exhibit A - Statement of Work, County shall provide concession premises for such services. Contractor acquires no real property right or interest as a result of its contract with County. Contractor acknowledges the title of County to the concession premises, and covenants and agrees never to assail, contest or resist said title.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Agreement on behalf of the County. The Director retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County Administration referenced in the following Sub-paragraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 Facility's Project Director

Responsibilities of the Facility Project Director include:

- ensuring that the objectives of this Agreement are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 Facility's Project Manager

6.2.1 The responsibilities of the Facility's Project Manager include:

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

6.2.2 The Facility's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

6.2.3 The Facility's Project Manager is responsible for overseeing the day-to-day administration of this Agreement.

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with Facility's Project Manager on a regular basis. Contractor's Project Manager

shall be skilled in the management of business similar to the Contractor and shall be subject to the prior approval by the Facility Project Manager. Contractor's Project Manager shall be fully acquainted with the concession, familiar with the terms and conditions prescribed by this Agreement, and authorized to act in the daily concession services operation thereof. Contractor shall submit to the Facility Project Manager a roster of employees who are required to enter County facilities. The roster shall be kept current.

7.1.3 Contractor's Project Manager must have 3 years of experience in Concession Cafeteria Services.

7.1.4 The Facility Project Manager or designee may, at any time, give Contractor written notice to the fact that the conduct or actions of a designated Contractor staff person is, in the reasonable belief of the Facility Project Manager, detrimental to the interests of the public patronizing the concession premises. Contractor will meet with representatives of the Facility Project Manager to ensure removal of the staff.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit F. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Contractor.

7.3 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 Manager.

7.4 Contractor's Staff Identification

7.4.1 All of Contractor's employees assigned to the Concession Premises are required to have a County Identification (ID) badge on their person and visible at all times.

7.4.2 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in the Concession Premises. 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.

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

7.4.4 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Agreement.

7.5 Background and Security Investigations

7.5.1 All Contractor staff performing work under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. County shall perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.

7.5.2 County may request that the Contractor's staff be immediately removed from working on the County Agreement at any time during the term of this Agreement. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

7.5.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this Sub-paragraph 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

7.6 INTENTIONALLY OMITTED

7.7 INTENTIONALLY OMITTED

7.8 Staff Performance under the Influence

Contractor shall not knowingly permit any employee to perform services under this Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, or any term or condition included under this Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by Director 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 Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer or designee. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by Director or his/her designee.

8.1.3 The Director or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by Director or his/her designee.

8.1.4 The Director or his/her designee, may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or state law or regulation or County policy, during the term of this Agreement. The County reserves the unilateral right to add and/or change such provisions as required by

law, regulation or County policy, without the need for Contractor's written consent, to preserve this Agreement's conformity and compliance to federal and state law or regulation or County policy as deemed necessary by the County's Board of Supervisors, County Counsel, the Chief Executive Officer or designee.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, 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 Agreement, 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 Agreement 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 Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

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 Agreement which may result in the termination of this Agreement. 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 Agreement 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 Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 INTENTIONALLY OMITTED

8.5 INTENTIONALL OMITTED

8.6 COMPLAINTS

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

8.6.1 Within ten (10) business days after Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.6.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.6.3 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.

8.6.4 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.

8.6.5 The Contractor shall preliminarily investigate all complaints and notify the Facility's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.6.6 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.

8.6.7 Copies of all written responses shall be sent to the Facility's Project Manager within three (3) business days of mailing to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.7.1 In the performance of this Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures. All provisions required thereby to be included in this Agreement are incorporated herein by reference.

8.7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph 8.7 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.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS- ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

8.8.1 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); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County

Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.8.2 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, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.8.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, 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.

8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.

8.8.5 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, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be

otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.8.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.8 when so requested by the County.

8.8.7 If the County finds that any provisions of this Sub-paragraph 8.8 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, 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 Agreement.

8.8.9 **Anti-Discrimination in Services**

Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this Sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of a facility; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment

of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

8.8.10 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program:

This Agreement 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 Agreement.

8.9.2 Written Employee Jury Service Policy.

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

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract

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

3. If the Contractor is not required to comply with the Jury Service Program when this Agreement 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 Agreement 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 Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

8.10.1 No County employee whose position with the County enables such employee to influence the award or administration of this Agreement 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 Agreement. 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.

8.10.2 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 Agreement. 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 Agreement.

8.11 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 Agreement 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 Agreement.

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) 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. The County will refer GAIN/GROW participants by job category to the Contractor.

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

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 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.

8.13.2 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.

8.13.3 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.

8.13.4 Contractor Hearing Board

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

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

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

8.13.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department

of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.15 INTENTIONALLY OMITTED

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

8.16.1 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.

8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement 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).

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

8.17.1 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.

8.17.2 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 Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

8.18 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board 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 Agreement or impose other penalties as specified in this Agreement.

8.19 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.19.1 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.

8.19.2 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.

8.19.3 County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. County will bill Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by County to Contractor.

8.20 EMPLOYMENT ELIGIBILITY VERIFICATION

8.20.1 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 Agreement 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.

8.20.2 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 Agreement.

8.21 FACSIMILE REPRESENTATIONS

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

8.22 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.

8.23 INTENTIONALLY OMITTED

8.24 FORCE MAJEURE

8.24.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural

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

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

8.24.3 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.

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.26 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

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

8.26.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

8.26.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

8.27 INDEPENDENT CONTRACTOR STATUS

8.27.1 This Agreement 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.

8.27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement 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.

8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement 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 Agreement.

8.27.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.6 - Confidentiality.

8.28 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-paragraph 8.29 and 8.30 of this Agreement. 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 Agreement. 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 Agreement.

8.29.1 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 Agreement.

- 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 Agreement 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 Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

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 Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.29.2 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.

8.29.3 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 Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

8.29.4 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 Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement.

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.

8.29.5 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.

8.29.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, 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.

8.29.7 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 Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.29.8 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.

8.29.9 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.

8.29.10 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 Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

8.29.11 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.

8.29.12 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.

8.29.13 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.

8.29.14 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.

8.30 INSURANCE COVERAGE

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

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

8.30.2 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 Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.30.3 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.

8.30.4 Unique Insurance Coverage

- **Property Coverage**

  Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

8.32 INTENTIONALLY OMITTED

8.33 INTENTIONALLY OMITTED

8.34 INTENTIONALLY OMITTED

8.35 NOTICE OF DELAYS

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

8.36 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Facility's Project Manager and/or Facility's Project Director any dispute between the

County and the Contractor regarding the performance of services as stated in this Agreement. If the Facility's Project Manager or Facility's Project Director is not able to resolve the dispute, the Director or his/her designee shall resolve it.

8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.39 NOTICES

All notices or demands required or permitted to be given or made under this Agreement 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.

8.40 INTENTIONALLY OMITTED

8.41 PUBLIC RECORDS ACT

8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Agreement, 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.

8.41.2 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.

8.42 PUBLICITY

8.42.1 The Contractor shall not disclose any details in connection with this Agreement 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 Agreement within the following conditions:

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

- During the term of this Agreement, 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 Director or his/her designee. The County shall not unreasonably withhold written consent.

8.42.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.42 shall apply.

8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.43.1 The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement 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 Agreement.

8.43.2 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 Agreement. 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 Agreement 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.

8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Statement of Auditing Standards No. 70 Type 2 Reports, 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 Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.43 shall constitute a

material breach of this Agreement upon which the County may terminate or suspend this Agreement.

8.43.5 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 Agreements) 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 Agreement, including without limitation, records relating to work performed by said employees on the Contractor's non-County Agreements. The Contractor further acknowledges that the foregoing requirement in this Sub-paragraph relative to Contractor's employees who have provided services to the County under this Agreement 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 Agreement 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.

8.44 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 Agreement.

8.45 INTENTIONALLY OMITTED

8.46 SUBCONTRACTING

8.46.1 The requirements of this Agreement may not be subcontracted by the Contractor **without the advance written 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 Agreement.

8.46.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

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

8.46.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.46.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.46.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.46.6 The Director or his/her designee is authorized to act for and on behalf of the County with respect to approval of any

subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.46.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.46.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street – 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

before any subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, 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 Agreement pursuant to Sub-paragraph 8.50 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.49 TERMINATION FOR CONVENIENCE

8.49.1 This Agreement 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.

8.49.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Agreement 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.

8.49.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Sub-paragraph 8.43, Record Retention and Inspection/Audit Settlement.

8.50 TERMINATION FOR DEFAULT

8.50.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of the Director or his/her designee:

- Contractor has materially breached this Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement 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.

8.50.2 In the event that the County terminates this Agreement in whole or in part as provided in Sub-paragraph 8.50.1, 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 Agreement to the extent not terminated under the provisions of this Sub-paragraph.

8.50.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.50.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet

the required performance schedule. As used in this Sub-paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.50.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.50, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.50, or that the default was excusable under the provisions of Sub-paragraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.49 - Termination for Convenience.

8.50.5 The rights and remedies of the County provided in this Sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.51 TERMINATION FOR IMPROPER CONSIDERATION

8.51.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement 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 Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. 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.

8.51.2 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 Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.

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

8.52 TERMINATION FOR INSOLVENCY

8.52.1 The County may terminate this Agreement 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.

8.52.2 The rights and remedies of the County provided in this Sub-paragraph 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.53 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 Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.54 INTENTIONALLY OMITTED

8.55 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section

14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.56 INTENTIONALLY OMITTED

8.57 VALIDITY

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

8.58 WAIVER

No waiver by the County of any breach of any provision of this Agreement 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 Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.59 WARRANTY AGAINST CONTINGENT FEES

8.59.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement 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.

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

This Agreement 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 Agreement.

9.1.2 Payment of Living Wage Rates

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

    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 Agreement, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Agreement. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-

paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Agreement. "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 Agreement commences, the Contractor shall continue to pay a living wage for the entire term of the Agreement, including any option period.

4. If the Contractor is not required to pay a living wage when the Agreement 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 Agreement, including any option period. The County may also require, at any time during the Agreement 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 Agreement, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Agreement, "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 Agreement, 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 Agreements between the Contractor and the County (of which both Agreements 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 Agreement, 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 Agreement 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 Agreement, 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 Agreement. 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 Agreement.

a. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.

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 Agreement. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. 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 Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.

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 Agreement 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 Agreement. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the

Agreement 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 Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.

9.1.10 Contractor Standards

During the term of the Agreement, 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 Agreement or a predecessor cafeteria services agreement with the County for at least six months prior to the date of this new Agreement, which predecessor Agreement 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 Agreement.

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 Agreement, 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 Agreement 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 agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 INTENTIONALLY OMITTED

9.3 INTENTIONALLY OMITTED

9.4 INTENTIONALLY OMITTED

9.5 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by its Director of Health Services, and Contractor has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

_____

By_____
Signature

_____
Printed Name

_____
Title

APPROVED AS TO FORM
John Krattli

County Counsel

By _____
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

CONCESSION CAFETERIA SERVICES

STATEMENT OF WORK - CONCESSION CAFETERIA SERVICES

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EXHIBIT A - ATTACHMENTS

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CONCESSION CAFETERIA SERVICES

AT

DEPARTMENT OF HEALTH SERVICES

AND

DEPARTMENT OF PUBLIC HEALTH HEADQUARTERS

STATEMENT OF WORK

1.0 SCOPE OF WORK

Contractor shall provide all personnel, labor, special equipment, tools, merchandise, materials, and all other items normally required of a business to provide concession cafeteria services at a concession premises. These services shall be for the sale of food, beverage and other items as approved by the Facility Project Manager.

2.0 CONCESSION PREMISES

2.1 The concession premises are located at 313 N. Figueroa Street, 10th Floor, Los Angeles, CA 90012.

2.2 The concession premises shall be used only and exclusively for concession purposes, and such other purposes as related provided that express prior written approval is granted by the Facility Project Manager

2.3 Contractor accepts the concession premises in its present condition and accepts the use of the equipment on the List of County-Owned Cafeteria Equipment, Exhibit A, Attachment 2, as Contractor conducted a final walk through on the date indicated on the inspection/inventory sheet, which was executed by Contractor and filed with the Facility Project Manager.

2.4 Contractor shall always make available the concession premises and services, as well as the food prepared by the Contractor for inspection by an authorized person(s) designated by the Facility Project Manager.

2.5 Contractor shall not permit any illegal activities, including but not limited to any form of wagering, to be conducted on the concession premises.

2.6 Contractor shall strictly prohibit the use of profane or indecent language, as well as boisterous, loud conduct on the part of the Contractor's employees and/or disorderly persons.

2.7 Contractor shall not allow its employees to bring personal visitors into concession premises, nor may they bring in any type of weapons or unlawful goods.

2.8 Contractor shall not allow smoking at the concession premises except in the designated area(s).

2.9 Contractor shall not interfere with the public use of the County building where the concession is located.

2.10 Contractor may provide any legal devices, installations, or equipment designed for the purpose of protecting the concession premises from theft, burglary or vandalism, provided written approval for installation is first obtained from the Facility Project Manager. All purchases and installations thereof shall be at Contractor's expense.

3.0 CONCESSION SERVICES STAFF

3.1 Contractor shall hire and maintain an adequate number of employees. Upon being hired, such employees shall be subject to such health examination as proper city, State, or Federal authority may require in connection with their employment.

3.2 Contractor shall provide employees who speak English fluently, especially those employees who interface with County personnel and the public.

4.0 CONCESSION OPERATIONS

Contractor shall plan menus, obtain and prepare food, and serve food to employees and the public. Food and beverage products shall meet all regulatory agencies' requirements.

4.1 Grand Opening

Contractor shall commence the operation of the concession services within 30 calendar days following the Board of Supervisors' award unless otherwise approved by County.

4.2 Days and Hours of Operation

Contractor shall keep the concession operation open Monday through Friday (except holidays) from 6:30 a.m. through 3:00 p.m. A hot breakfast shall be served from 6:30 a.m. through 10:30 a.m. Also, a hot lunch shall be served from 11:00 a.m. through 1:30 p.m. and other food such as sandwiches and salads shall be available between 1:30 p.m. through 3:00 p.m. These hours are subject to change based on a determination made by a Concession Committee comprised of County staff.

4.3 Menus, Healthy Food Choices, Nutritional Information

4.3.1 Contractor shall plan and implement menus for concession operations. Menus shall provide for healthy food and beverage choices as defined in Concession Nutrition Standards, Attachment 1. Contractor in consultation with the Department of Public Health (DPH) is required to submit nutrition analysis of all menu items to DHS to confirm compliance with all nutrition standards outlined in this Agreement. At least 50% of entrées and side items shall meet Concession Nutrition Standards as defined in Attachment 1. At least one entrée per meal service (not meeting the Concession Nutrition Standards as defined in Attachment 1 shall be offered in a reduced-size portion[1] at a reduced price. Recommend at least one vegetarian entrée be offered per meal service. At least 50% of entrées and sides, when applicable, shall be made or served with whole grains,[2] as defined in Attachment 1. Recommend utilizing low fat food preparation methods.[3] No menu items shall be deep fried. Hydrogenated fats and oils shall not be used in food preparation. Fresh fruit and vegetable options shall be included in the menu, as defined in Attachment 1. The Contractor shall operate a self-service salad bar during lunch on all days of operation. The salad bar shall include at least two healthy salad dressing options, as defined in Attachment 1. At least 50% of beverage options (including fountain drink machines and beverage cases) shall meet Concession Nutrition Standards as defined in Attachment 1. Bottled water must be available as a beverage option. Contractor shall provide access to fresh, cold tap water at no cost. The size of all fountain drinks shall not exceed 16 ounces per container. Combination meals[4] shall offer, as an alternative, bottled water as a beverage option and fresh fruit or a non-starchy vegetable[5] prepared without fat or oil as a side option. Menus shall be designed to serve food that meet all Federal Food and Drug Administration requirements and meet the needs of the multi-ethnic population of employees and the public. Menus should include

[1] Reduced-size portions are at least 1/3 smaller than the full-size item and are offered in addition to the full-size versions.
[2] Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice.
[3] Low fat food preparation methods include broiling, grilling, baking, poaching, roasting and steaming.
[4] Combination meals consist of an entrée plus a side option and/or beverage.
[5] Starchy vegetables include potatoes (excluding sweet potatoes and yams), corn, and peas.

a variety of culturally diverse foods. Seasonal fruits and vegetables shall be sourced and locally grown[6] foods shall be purchased (when feasible).

4.3.2 Contractor shall prepare and post weekly menus on Friday afternoon for the following Monday service. The menu shall include prices, a description of each item, the weight of each portion, and the government grades for its component items. The menu shall also list the nutritional information for each item in accordance with the federal menu-labeling requirements set forth under the Patient Protection and Affordable Care Act of 2010 as defined in Attachment 6. This information is also required for future menus or proposed changes. Healthy menu items shall be clearly indicated on all menus. Recommend using symbols added to the menu to identify items that feature local produce or vegetarian menu items (when applicable). No menu shall misrepresent quality, grade, or weight of any item. If Contractor is unable to determine the weight of a given item, it may indicate that its weight will not be less than an amount which Contractor shall state. For an object which changes weight during cooking, Contractor shall note whether the weight indicated is the product's uncooked weight. If Contractor purchases various government grades of a given item, it shall state the lowest grade which it purchases

4.3.3 Contractor shall commit to developing and implementing a gradual sodium reduction plan that meets current Dietary Guidelines for Americans (DGA) recommendations within 12 months of Agreement commencement in consultation with Department of Public Health (DPH) staff. The Contractor should work with DPH staff towards the development of sodium standards for individual food categories (e.g., grains, meats, etc.) within the defined timeline.

4.3.4 Contractor shall comply with all nutrition guidelines outlined in this Agreement, as well as any future Board of Supervisors' policies concerning nutrition guidelines. DPH may periodically monitor the Agreement to ensure the Contractors' compliance with the Concession Nutrition Standards. Contractor is required to share with DHS the inventory of food sold and consumed, including food production records and monthly sales records on a quarterly basis (as defined in Attachment 7). DPH shall review records and communicate its findings to DHS. Failure to comply with the Concession Nutrition Standards may, in DHS's sole discretion, constitute a breach of this Agreement. Contractor may contact the Los Angeles County Department of Public Health, Division of

[6] Locally grown is defined by the Los Angeles Food Policy Council as within a 200 mile radius of Los Angeles.

Chronic Disease and Injury Prevention at (213) 351-7825 or email: chronic_disease@ph.lacounty.gov if Contractor has questions on the nutrition standards and product compliance.

4.4 Quality of Foods and Beverage

All food and beverages for sale by Contractor shall be in top quality and shall conform to Federal, State and County food laws, ordinances and regulations in all respects. No unadulterated, misbranded or impure articles shall be sold or kept by Contractor for sale or use by anyone. No tobacco items or alcoholic beverages of any kind shall be sold or kept by Contractor for sale or use by anyone.

4.5 Prices and Posting

Contractor shall at all times maintain and post a complete schedule of the prices charged and ingredients (including, but not limited to, disclosure of common allergens such as dairy, wheat, soy, gluten, shellfish, etc.) for all foods supplied to the public on or from the concession premises to the satisfaction of the Facility Project Manager as to information given. Said prices shall be fair and reasonable compared to similar retail operations in the County as reflected in Attachment 4 & 5, and shall not exceed the approved prices for said items. The prices of healthy entrées, side items, snacks/desserts and beverages, as defined in Attachment 1, shall not exceed the price of other menu options. Pricing for the salad bar and pre-packaged salads shall be competitive with other entrée options. The prices will be reviewed annually or more often if necessary, and revised upon mutual consent of Contractor and Concession Committee.

4.6 Collection of Payment

Contractor shall operate the cash register(s) and shall collect cash and other forms of payment such as credit cards and/or debit cards from all persons purchasing food in the concession. Contractor may place a minimum amount that a customer shall purchase in order to accept credit card and/or debit card payments.

4.7 Merchandise Inventory

4.7.1 Contractor shall provide and maintain the necessary inventory of concession merchandise approved for sale by the Facility Project Manager at approved concession premises. All food and beverages sold or kept for sale by Contractor shall be in top quality, and shall conform to Federal, State, and County food laws,

ordinances, and regulations in all respects. No unadulterated misbranded or impure articles shall be sold or kept for sale by Contractor.

4.7.2 Contractor shall have certain concession foods available for purchase (e.g., beverages, prepackaged snacks, and fresh fruit) at all times in addition to meals. At least 50% of beverages (including fountain drink machines and beverage cases) and snack/dessert items offered shall meet nutrition standards as defined in Attachment 1.

4.7.3 Merchandise kept on hand by Contractor shall be stored and handled with due regard for sanitation. All food items shall be delivered or served within temperature ranges established by industry standards and applicable health and safety rules and regulations.

4.8 Removal of Food/Merchandise/Services

Upon the receipt of notice by the Facility Project Manager, Contractor shall immediately change or remove any type of food product, merchandise, and/or services from the concession premises.

4.9 Sanitation

4.9.1 Contractor is responsible for the daily upkeep of the concession premises, including any walls facing or common to concession premises work areas. Such areas shall be kept clean and in a sanitary condition to preclude any infestation by vermin. No offensive matter or refuse or substance containing an unnecessary, unreasonable or unlawful fire hazard or material detrimental to the public health, shall be permitted or remain on the concession premises, and Contractor shall prevent any accumulation thereof from occurring.

4.9.2 Contractor shall, at all times, keep the entire dining area and kitchen (including equipment and materials located thereon), sanitary and free from rubbish, refuse, food scraps, garbage, dust, dirt, flies and other insects, rodent and vermin. All apparatus, appliances, utensils, devises, equipment and piping used by Contractor shall be constructed so as to facilitate the cleaning and inspection thereof and shall be thoroughly and properly cleaned after each period of us with hot water and suitable soap, detergents and sterilizing agents and shall be rinsed by flushing with hot water. All trays, dishes, china, crockery, glassware, cutlery and other equipment of such type shall be cleaned by Contractor immediately after using the same and shall be kept clean until reused. Tables

shall be cleaned and dried between serving patrons. Floors shall be cleaned by Contractor of all dirt and debris, and food and beverage spills. In addition, Contractor shall provide and pay for regular vector control and provide regular fumigation and rodent control services inside of concession premises.

4.9.3 Contractor shall place all trash inside of trash cans and place lids in a closed position. Contractor shall be responsible for cleaning trash cans and providing trash can liners.

4.9.4 Contractor shall provide laundry services for hot pads, aprons, rags for cleaning, mop heads, tablecloths, napkins and dish towels.

4.9.5 Contractor shall use chemical free or "green" (environmentally friendly) cleaning products whenever possible.

4.9.6 Contractor shall separate cardboard waste and discard it in the cardboard bin located in the basement floor of the parking lot.

4.9.7 Contractor shall remove all trash from the concession premises and dispose of it in the trash bins located in the basement floor parking lot. Contractor shall conform its practices with any County-sponsored environmental and recycling programs.

4.9.8 Contractor shall be solely responsible for the safe and proper handling and disposal of fats, oils, and grease from the kitchen in the Concession Premises as regulated by the City of Los Angeles, Bureau of Sanitation, Los Angeles Municipal Code, Section 64.30. Contractor must obtain all necessary permit(s) and implement and comply with the City's Best Management Practices. Contractor shall also be responsible for the hood certification from the Los Angeles Fire Department.

4.9.9 Contractor is advised that discarded hazardous waste may be encountered during the performance of this Agreement. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Facility Project Manager. The Contractor shall NOT attempt to perform any type of hazardous waste remediation not included under the Statement of Work of this Agreement, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

4.9.10 Contractor shall not allow or permit to remain on the concession premises any offensive matter or refuse material which could create a possible fire hazard, or other substance containing an unnecessary, unreasonable, or unlawful material detrimental to

public health. The Contractor shall prevent any accumulation thereof from occurring on the concession premises.

4.10 County Employees' and Public Use of Dining Area

Contractor shall allow County employees and members of the public who furnish their own meals to use the Concession Cafeteria dining area.

4.11 Safety

Contractor shall immediately correct any unsafe condition at the concession premises, as well as any unsafe practices occurring thereon. Contractor shall obtain emergency medical care for any person who is in need thereof, because of illness or injury occurring on the concession premises. Contractor shall cooperate fully with County in the investigation of any accidental injury or death occurring on the concession premises, including a prompt report thereof to the Facility Project Manager.

4.12 Supplies and Trade Fixtures

4.12.1 Contractor shall provide all disposable flatware, dishware, and food containers. All disposable food containers and dishware shall be products other than Expanded Polystyrene (EPS, also known as Styrofoam). The disposable food containers and dishware should be made with products that comply with ASTM D6400 and D6868 products and be made from No.1, No.2, or No.4 type plastics, if the plastics are not mixed together, or other County-approved products. The Contractor shall obtain approval of all products from the County prior to purchasing. All disposable food containers and dishware shall be provided by the Contractor at no cost to DHS or customers.

4.12.2 Contractor shall not provide a plastic carryout bag to any customer. Contractor shall provide or make available to a customer only recyclable paper carryout bags or reusable bags for the purpose of carrying away goods or other materials from the point of sale.

4.12.3 Contractor shall provide employee uniforms; gloves; and hair coverings, cash registers and other equipment as necessary to provide services as described in this Statement of Work for the satisfactory operations of the concessions service. The County will provide major cafeteria equipment as shown in Attachment 2. County shall be responsible for the repair, replacement and

maintenance of said equipment at no cost to the Contractor. Any additional equipment shall be provided by the Contractor at Contractor's expense.

4.13 Maintenance and Repairs

4.13.1 County shall be responsible for maintaining the concession premises in good condition including range hood, fire suppressant system, ducts, ceiling tiles, floor coverings, electrical, lighting, plumbing, air conditioning, ventilating, flue cleaning, grease trap and heating systems. In addition to this general requirement, County shall perform any and all repairs required for the maintenance thereon in compliance with all laws applicable thereto. County shall be responsible for clearing of drains inside the concession premises.

4.13.2 Contractor shall be responsible for repair and replacement of all improvements and equipment thereon damaged or destroyed by the negligent and willful acts and omissions of the employees, agents, suppliers and contractors of Contractor. All maintenance shall commence within three (3) days of the need thereof and diligently prosecuted to completion of same, except where the state of disrepair is such that an emergency of hazard is created thereby in which event there will be an immediate correction thereof. County may cure the default of Contractor with respect to the maintenance obligations assumed herein, and upon performance thereof shall acquire a right of reimbursement for the actual costs of same, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof.

4.14 Advertising and Signs

4.14.1 Contractor shall advertise and market concession services to County staff and the public using methods approved by the Facility Project Manager in order to increase patronage of concessions.

4.14.2 Contractor, in consultation with the Concessions Committee and DPH, must prominently display *Choose Health LA* signage[7] that promotes healthy food and beverage options made available by the Contractor. Signage indicating availability of fresh, cold tap water at no charge shall be placed at fountain drink machine or hydration station. Signage identifying reduced-size portion entrée options and combination meals with the alternative option to select bottled water and a non-starchy vegetable or fruit as a side item shall be displayed.

[7] Signage shall be provided by the Los Angeles County Department of Public Health.

4.14.3 Healthy option items should be positioned prominently in the cafeteria and be easily accessible for customers. Contractor shall only display food and beverage items meeting Concession Nutrition Standards as defined in Attachment 1, including healthy snacks and water, within five feet of all checkout registers. Candy bars, cookies, chips and sugar-sweetened beverages[8] shall be removed from checkout register area or at point-of-purchase. Fresh fruit shall be displayed within reach of the checkout register. Only healthy beverages, as defined in Attachment 1 shall be displayed in eye-level sections of beverage cases. Only healthy snacks/desserts, as defined in Attachment 1, shall be displayed in eye-level sections of display areas. Healthy entrées and side items, as defined in Attachment 1, shall be placed at the front of each food service area.

4.14.4 Contractor shall not post signs or advertising matters, or allow the posting of such signs or advertising matter, upon the concession premises or improvements thereon, unless prior approval is first obtained from the Facility Project Manager.

5.0 FOOD QUALITY CONTROL

5.1 Minimum Food Standards

Contractor shall meet food quality standards, including temperature standards, based on regulatory agencies' requirements.

5.1.1 Contractor shall abide by all provisions of the Food and Drug Administration's (FDA) Food Code of 2009 or most current FDA Food Code.

5.1.2 Contractor shall take all necessary precautions to ensure there is no cross-contamination of common food allergens in the preparation of foods for the concession. Contractor shall ensure the grill, counters and preparation areas are free of cross-contaminants after the preparation of each food item, (including, but not limited to, items such as nuts, dairy, gluten, soy and shellfish, etc.).

[8] Sugar-sweetened beverages include all sodas, fruit drinks, sport drinks, low-calorie drinks and other beverages that contain added caloric sweeteners, such as sweetened tea, rice drinks, bean beverages, sugar cane beverages and nonalcoholic wines.

5.2 Nutritional Requirements

Contractor shall follow the nutritional standards for meal preparations to assure the provision of high quality nutritional care to patrons based on the nutritional recommendations outlined by Reference Daily Intake (or Recommended Daily Intake) with prior approval of Facility Project Manager.

5.3 Food Facility Rating

Contractor shall maintain an "A" rating at all times from the Environmental Health Section of DPH's Food Facility Rating system. Contractor will have three (3) days to correct a "B" rating, and concession premises will be closed if Contractor receives a "C" rating. Therefore, failure to maintain an "A" rating may result in cancellation of this Agreement. However, Contractor will not be held accountable for a lowered rating if it is determined that County is responsible for the lowered rating. Contractor shall, at all times, meet County Health standards and State and Federal health regulations including, but not limited to, those for cleanliness. The Contractor shall notify the Facility Project Manager immediately when a County health inspector arrives at the concession premises to perform an inspection.

6.0 VENDING MACHINES

County will remove existing vending machines in the concession premises and in the lobby area of the building and allow the Contractor to install its vending machine(s) as long as they meet the nutrition requirements of the County of Los Angeles Vending Machine Nutrition Policy, Attachment 8. Contractor shall display all bottled water in eye-level sections of the beverage vending machines. Only food and beverage products that meet the County of Los Angeles Vending Machine Nutrition Policy shall be advertised on snack and beverage vending machines. Similar beverages and snacks can vary in nutrient content by brand; therefore, Contractor shall check the Nutrition Facts label for all product varieties before stocking machines. Contractor shall prominently display *Choose Health LA* signage, provided by DPH, which promotes healthy food and beverage options on all vending machines. If the Contractor does not install vending machine(s), only the vending machine in the lobby area of the building will remain on the building's premises.

7.0 REPORTS AND RECORDS

If requested by the County, Contractor shall submit all required reports and records, in legible form, and as scheduled.

8.0 CATERING SERVICES

8.1 County Functions

Contractor shall offer catering services for County-sponsored functions or as otherwise approved in writing by the Facility Project Manager. Also, Contractor shall collect payment for services rendered as Facilities Project Manager will not perform this function.

8.1.1 Menus

Menus shall comply with the Concession Nutrition Standards set forth in Attachment 1.

8.1.2 Services

Contractor shall provide catering services that may include, but are not limited to, meal preparation, delivery, set-up (plates, silverware, linens and other accessories), serving, and clean-up for special functions upon the prior written authorization by the Facility Project Manager.

8.1.3 Approval

When requested, Contractor shall submit a written quote outlining the types of services requested with itemized costs for the County's review and approval prior to initiating any catering services. The quote shall include both the Contractor’s published prices and the discounted County prices.

9.0 DHS RESPONSIBILITIES

9.1 DHS will, without cost to the Contractor, provide food service concession premises and floor space as previously described, for the efficient performance of concession services, including, but not limited to, the following: heat, hot and cold water, steam, electricity, gas, and sewers.

9.2 DHS will, without cost to the Contractor, provide maintenance and replacement of existing DHS equipment; and other concession premises repairs reasonable and necessary for the efficient performance of the concessions service. DHS may from time-to-time replace and/or purchase additional equipment, as it deems necessary. Contractor may request additions or changes to items listed in the inventory. Addition or changes may be made by DHS only upon satisfactory demonstration of need by the Contractor and after the approval by the Facility Project Manager.

9.3 DHS will provide trash and garbage bins located in the basement floor of the parking lot.

9.4 DHS will, without cost to the Contractor, maintain, repair, and replace DHS-owned equipment and facilities. DHS will keep such equipment and facilities maintained in a safe operating condition such that no Contractor's employee is exposed to or subjected to any unsafe situation which would violate the Occupational Safety and Health Act, or any other similar Federal, State, or local law or regulation. However, if equipment provided by DHS becomes inoperable, hazardous, and/or inefficient to operate, the Contractor shall immediately:

(a) cease use of and safely secure the equipment.

(b) notify Facility Project Manager orally.

(c) follow up with a repair request in writing.

The Contractor agrees that all equipment furnished by DHS to the Contractor is the sole property of DHS and the Contractor agrees not to change, deface, or remove any symbol or mark of identity upon said equipment or items of equipment furnished by DHS.

9.5 DHS will, without cost to the Contractor, be responsible for all necessary cleaning of walls, windows, light fixtures and all necessary vacuuming, scrubbing, mopping, and polishing of floors outside of the concession premises.

9.6 DHS will, without cost to the Contractor, provide regular fumigation and rodent control services outside of concession premises.

9.7 DHS will provide DHS-issued photo-identification badges, and Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.0, Administration of Agreement – Contractor, sub-paragraph 7.4, Contractor’s Staff Identification, of the Agreement.

9.8 DHS will issue the Contractor any necessary keys. Contractor shall establish and implement a method of ensuring that keys issued are not lost, misplaced, duplicated or used by unauthorized persons. Contractor shall provide the Facility Project Manager with a list of all personnel who have been issued keys within 3 business days. Contractor shall prohibit the use of keys by any persons other than its designated employees. Contractor shall immediately report any lost keys to the Facility Project Manager. DHS may, at its sole discretion, replace and re-key locks. However, DHS may, at its sole discretion, require the Contractor to reimburse DHS for the replacement of keys and/or re-keying/replacement of locks.

9.9 DHS will provide two (2) storage rooms for the Contractor on the concession premises. The Contractor shall not utilize the concession premises for storage of the Contractor's Products/Merchandise other than Products/Merchandise destined for sale at the concession premises.

10.0 QUALITY CONTROL

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

10.1 A procedure in which proper work and quality standards are maintained to ensure an "A" rating from the Environmental Health Section of DPH throughout the life of this Agreement.

10.2 A cleaning plan to be implemented by the start date of the Agreement or as directed by the Facility Project Manager and train assigned staff on cafeteria cleaning methods, the use of cleaning supplies, appliances, and sanitation requirements.

10.3 A method of monitoring to ensure that Agreement requirements are being met.

10.4 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

11.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor’s performance under this Agreement using the quality assurance procedures as defined in Paragraph 8.0, Standard Terms and Conditions, sub-paragraph 8.18, County’s Quality Assurance Plan of the Agreement.

11.1 Monthly Meetings

Contractor may be required to attend a scheduled monthly meeting.

11.2 Contractor Discrepancy Report (Attachment 3)

11.2.1 Verbal notification of an Agreement discrepancy will be made to the Contractor as soon as possible whenever a discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

11.2.2 The Facility Project Manager will determine whether a formal Contractor Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Facility Project Manager within five (5) business days with a plan for correction of all deficiencies identified in the Contractor Discrepancy Report.

11.3 County Observations

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

12.0 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS

12.1 Contractor shall pay all Federal, State, and local taxes which may be assessed against the Contractor's equipment or merchandise while in or upon the concession premises as well as all Federal, State, and local taxes assessed in connection with the operation of concession services upon the concession premises.

12.2 Contractor shall comply with all Federal, State, and local laws and regulations governing the preparation, handling, serving of foods, and to procure and keep in effect all necessary licenses, permits, registrations, certificates, and food handler's cards required by law, and to post such permits within the catering areas in a prominent place as required by law. All costs in connection with such taxes, licenses, permits, registrations, certificates, and food handler's cards shall be a cost of business and shall be charged to the operation of the business.

12.3 Contractor shall comply with applicable Federal, State, and local laws and regulations pertaining to wages (including Living Wage) and hours of employment.

13.0 AMERICANS WITH DISABILITIES ACT

13.1 Contractor shall meet the following American with Disabilities Act requirements:

13.1.1 Read weekly menu by visually impaired patrons on request.

13.1.2 Provide assistance to patrons on request.

13.1.3 Provide assistance to patrons for sodas, coffee, etc., at cafeteria serving stations on request.

13.1.4 Provide cafeteria staff assistance on request anywhere in the cafeteria where height and length of reach creates a problem (i.e., obtaining napkins and/or condiments, tray disposal, etc.).

EXHIBIT A ATTACHMENTS NO. 1 - 8

EXHIBIT A - ATTACHMENTS

ATTACHMENT 1 - CONCESSION NUTRITION STANDARDS

ATTACHMENT 2 - LIST OF COUNTY-OWNED EQUIPMENT

ATTACHMENT 3 - CONTRACTOR DISCREPANCY REPORT

ATTACHMENT 4 - COUNTY CONTRACTOR – SAMPLE MENU NO. 1

ATTACHMENT 5 - COUNTY CONTRACTOR – SAMPLE MENU NO. 2

ATTACHMENT 6 - MENU LABELING REQUIREMENTS

ATTACHMENT 7 - DEPARTMENT OF HEALTH SERVICES MONTHLY GROSS RECEIPTS AND REVENUE REPORT

ATTACHMENT 8 - COUNTY OF LOS ANGELES VENDING MACHINE NUTRITION POLICY

ATTACHMENT 1

Concession Nutrition Standards

Food Category	Food Category Standards
Entrée	▪ **Require at least 50% of entrées[1] meet the following nutrition standards:** o No more than 35% of calories from fat. o No more than 10% of calories from saturated fat. o 0g trans fat. o No more than 500 calories. o No more than 600 mg of sodium. ▪ **Recommend** at least one vegetarian entrée per meal service.
Side Item	▪ **Require at least 50% of side items[2] meet the following nutrition standards:** o No more than 35% of calories from fat. o No more than 10% of calories from saturated fat. o 0g trans fat. o No more than 250 calories. o No more than 360 mg of sodium.
Snacks/Desserts	▪ **Require at least 50% of snacks/desserts[3] meet the following nutrition standards:** o No more than 35% of calories from fat (excluding legumes, nuts, nut butters, seeds, eggs, non-fried vegetables, and cheese packaged for individual sale). o No more than 10% of calories from saturated fat (excluding eggs and cheese packaged for individual sale). o 0g trans fat. o No more than 35% sugar by weight (with the exception of fruits and vegetables that have not been processed with added sweeteners). o No more than 250 calories per individual food item or package if a pre-packaged item. o No more than 360 mg of sodium per individual food item or package if a pre-packaged item. o At least 2g fiber per individual food item or package if a pre-packaged item, if food item is grain/potato-based. ▪ **Recommend,** if dessert is served, dessert items should contain less or no added sugars. Examples include desserts prepared with fruits, vegetables, nuts, seeds, apple sauces, and yogurts without added sugars.
Condiments	▪ **Require** at least two healthy salad dressing options, including one low-sodium, low-calorie, low-fat, cholesterol-free creamy salad dressing and one vinaigrette salad dressing. ▪ **Recommend** low-sodium, low-calorie, low-fat, cholesterol-free, and low-

[1] Entrées are menu options presented as main dishes, such as omelets, pancakes, meats/fish, pastas, sandwiches, or specialty salads.
[2] Side items are menu options presented as side dishes, such as rice, bread/rolls, potatoes, beans, soup, side salads, fruits and vegetables.
[3] Snacks/desserts refer to packaged or portioned items not presented as entrées or side items and include chips, crackers, pretzels, trail mix, granola bars, yogurt, bakery items, pudding, ice cream, and fresh or processed fruits and vegetables.

	sugar condiment options.[4]
Beverages	▪ **Require at least 50% of beverages meet the following nutrition standards:** o Drinking water (including carbonated water products). o 100% fruit juice without added sweeteners. o 100% vegetable juices labeled as "low sodium." o Milk products, including 1%, non-fat, soy, rice and other non-dairy milk without added sweeteners. o Sugar-sweetened[5] or artificially sweetened beverages that do not exceed 25 calories per 8 ounces.
Fruit	▪ **Require** at least three fresh fruit options per meal service, served without added sweeteners. ▪ **Recommend,** if canned or frozen fruit is purchased, fruit should be packaged in its own juice or water, with no added sweeteners.
Vegetables	▪ **Require** at least two non-starchy vegetable[6] items per meal service, prepared without fat or oil. For the hot lunch service, at least one vegetable option must be a steamed, baked, or grilled non-starchy vegetable, seasoned, without fat or oil. ▪ **Recommend** if canned or frozen vegetables are purchased, select products that are labeled "low sodium" or "no salt added."
Grains	▪ **Require** at least 50% of entrées, when applicable, be made with whole grains.[7] ▪ **Require** at least 50% of side items, when applicable, be made with whole grains.
Protein	▪ **Recommend:** o Purchase extra lean and/or lean meat.[8] o Minimize the purchase of processed meats.
Dairy	▪ **Recommend:** o Purchase low-fat or non-fat yogurt and cheese. o Purchase cheese labeled "low sodium." o Purchase yogurt with no added caloric sweeteners or yogurts labeled as "reduced sugar" or "less sugar."

These standards were developed from reputable sources including the United States Department of Agriculture, the Food and Drug Administration, as well as other leading health organizations.

[4] A condiment is a food that requires no additional preparation and that is used on a food item, such as relishes, spices, sauces, confections or seasonings.

[5] Sugar-sweetened beverages include all sodas, fruit drinks, sport drinks, low-calorie drinks and other beverages that contain added caloric sweeteners, such as sweetened tea, rice drinks, bean beverages, sugar cane beverages and nonalcoholic wines.

[6] Non-starchy vegetables are vegetables that are not defined as starchy vegetables. Starchy vegetables include potatoes (excluding sweet potatoes and yams), corn, and peas.

[7] Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice.

[8] Extra lean is defined as no more than 5% total fat. Lean is defined as no more than 10% total fat.

ATTACHMENT 2

List of County - Owned Cafeteria Equipment
Los Angeles County - Department of Health Services Headquarters
313 North Figueroa Street, Los Angeles, CA 90012

Quantity	Description
2	3-door Traulsen Refrigerators
2	2-door Traulsen Refrigerators
1	2-door Traulsen Stainless Steel Pass Through Cabinet
1	Raetone Freezer
1	Grill
1	Stove
1	Wolf Oven
1	Exhaust Hood And Fire Suppressant System
1	One 10-foot Stainless Steel Sink With Two Compartments
1	One 10-foot Stainless Steel Utility Table
1	One 10-foot Stainless Steel Utility Table With Sink
1	One 7-foot Stainless Steel Utility Table With Shelf
1	One 12-foot 3 Compartments Stainless Steel Sink With Waste Basin
1	Commercial Garbage Disposer
1	Cornelius 500 Series Commercial Ice System
11	Stainless Steel Shelves On Wheels
1	Stainless Steel Dish Rack
4	Circular Tables
20	Rectangular Tables
88	Chairs
1	Stainless Steel Pot Washing 3 compartment Sink with Garbage Disposer
2	Stainless Steel Dish Rack with 4 shelves
1	Stainless Steel Dish Rack with 3 shelves
7	Stainless Steel Racks in Dry Goods Storage Room
1	Stainless Steel Sandwich Preparation Table with Refrigeration Units
3	Steam Tables
1	Ice Machine - Manitowac, Serial #030420248
1	Toaster Oven
1	New Grill
1	True Refrigerator
1	Food Warmer, Metro C175 HM2000
	Stainless Steel Racks with Shelves in Room B 079
	Base & ice unit - Hoshizaki, Serial # R14216F & R54795E
	Assorted miscellaneous pots & bowls (stainless steel)
	Miscellaneous kitchen utensils

ATTACHMENT 3

CONTRACTOR 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 Contractor Representative Date

COUNTY ACTIONS:_____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

Los Angeles County Contractor – Sample Menu No. 1

California Dining Services @ Public Works

	Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast					$4.56
	Big Breakfast Burrito with Slice of Fruit	**Ham & Spinach Omelet** with hash brown or home style potatoes **Vegetarian**	**Fruit Crêpes** with 2 eggs and 2 bacons or sausages	**All American Breakfast Platter**	Closed
Entree					$6.75
	Chicken Fettuccini Alfredo with vegetables & garlic bread **Country Meatloaf** with scallop potatoes & vegetables	**Kung Pao Chicken** with rice and egg roll **Beef Penne Pasta** with dinner salad and garlic bread	**Chicken Piccata** with pilaf rice and vegetables **B.B.Q. Pork Ribs** with corn and baked beans	**Beef Lasagna** with dinner salad and garlic bread **Chicken Enchilada Burrito** with rice and beans	Closed
Exhibition					$6.75
	Cobb Salad with garlic bread	**Chinese Chicken Salad**	**Beef Fajita Salad**	**Harvest Spring Chicken Salad with Cranberry and Walnuts**	Closed
Grill					$6.50
	Patty Melt Sandwich with fries or onion rings	**Chicken Cordon Blew Sandwich** with fries or onion rings	**Hot Pastrami Cheese Sandwich** with fries or onion rings	**Bacon Avocado Cheeseburger** with fries or onion rings	Closed
Deli					$6.50
	Submarine Sandwich with choice of deli salad	**Roast beef and Provolone Sandwich** with choice of deli salad	**Turkey Avocado Cheese Wrap** with choice of deli salad	**Egg Salad Sandwich** with choice of deli salad & 12oz soft drink	Closed
Healthy Choice					$6.75
	Chef's Salad	**Crispy Buffalo Chicken Salad**	**Chicken Taco Salad**	**Jalapeno Ranch Beef Salad**	Closed
Kettle Classics					Sm. $2.10 / Lg. $2.41
	Beef Barley And Chili	**Chicken Noodles and Chili**	**Beef Vegetables and Chili**	**Clam Chowder and Chili**	Closed

Oatmeal and Cream of Wheat offered every morning at the soup station — Sm. $1.28 / Lg. $1.46

Oct 17th thru Oct 20th

Operating Hours: 6:00 a.m. to 4:00 p.m.
Breakfast Grill: 6:00 a.m. to 10:00 a.m.
Lunch: 11:00 a.m. to 2:00 p.m.

Contact: John ext.

California Dining Services

We Proudly Present Our Finer Moments

Week of July 15th 2013

MONDAY

Soup of the Day:	*Turkey Noodle / Vegetable Barley*	
Bountiful Breakfast:	*Vegetable Quesadilla*	*$3.50*
Hot Happenings:	*Monterey Chicken w/ Rice & Mixed Vegetable*	*$6.45*
	Lasagna w/ Garlic Bread & Green Salad	*$6.25*
Grill Fresh:	*Mushroom Swiss Cheese Burger w/ French Fries & 24 oz. Fountain Drink*	*$6.45*
Sizzling Salad:	*Chicken Breast on Bed of Greens Keeper & 24oz Fountain Drink*	*$7.35*

TUESDAY

Soup of the Day:	*Chicken Rice / Black Eye Pea*	
Bountiful Breakfast:	*Spanish Omelet*	*$3.95*
Hot Happenings:	*Mushroom Pepper Steak w/ Mashed Potato & Corn on the Cob*	*$6.95*
	Herbed Chicken w/ Rice Pilaf & CA Blend Vegetable	*$6.25*
Grill Fresh:	*Philly Cheese Steak Sandwich w/French Fries & 24oz. Fountain Drink*	*$6.99*
Heaping Hero:	*It's a Deli Hero w/ 24oz. Fountain Drink*	*$7.15*

WEDNESDAY

Soup of the Day:	*Chicken Tortilla / Vermont Cheddar Cheese Broccoli*	
Bountiful Breakfast:	*Chilaquiles w/ 2 Eggs*	*$3.75*
Hot Happenings:	*Baked Salmon w/ Rice Pilaf & Green Bean*	*$7.25*
	Country Chicken Pasta Casserole w/ Roll & Green Salad	*$6.25*
Grill Fresh:	*Chicken Quesadilla w/French Fries & 24oz. Fountain Drink*	*$6.99*
Heaping Hero:	*Roast Beef Hero Sandwich w/ 24oz.Fountain Drink*	*$6.35*

THURSDAY

Soup of the Day:	*Beef Noodle / Lentil*	
Bountiful Breakfast:	*Huevos Rancheros W /Hash Browns*	*$3.75*
Hot Happenings:	*Pork Cutlet w/ Rice & Cabbage Salad*	*$6.45*
	Chicken Piccata w/ Rice Pilaf & Mixed Vegetable	*$6.25*
Grill Fresh:	*Pastrami Hero w/ French Fries & 24oz. Fountain Drink*	*$6.99*
Sizzling Salad:	*BBQ Chicken Salad w/ 24oz Fountain Drink*	*$7.35*

FRIDAY

Soup of the Day:	*Sweet Sausage & Shrimp Chowder / Stuffed Cabbage*	
Bountiful Breakfast:	*Tortilla, Bean and Cheese Casserole ("Enfrijoladas")with Eggs*	*$3.75*
Hot Happenings:	*Beef Burgundy over Pasta & California Blend Vegetable*	*$6.45*
	Spaghetti w/ Meatball w/ Garlic Bread & Green Salad	*$6.00*
Grill Fresh:	*Fish & Chip w/ French Fries & 24oz. Fountain Drink*	*$6.95*
Heaping Hero:	*It's a Wrap w/ 24oz.Fountain Drink*	*$6.65*

** All Prices Plus Sales Tax*

LUNCH STOP @ HALL OF ADMINISTRATION

500 W. TEMPLE ST. #B5
LOS ANGELES, CA 90012

TEL 213) 974-2264
213) 613-1131
FAX 213) 613-1402
lunchstop-l.a@hotmail.com
www.cafe-hoa.com

HOURS OF OPERATION
Monday thru Friday
6:30AM-2:00PM
2:00PM-3:00PM (SNACK, GRILL & SANDWICH)

Look South
$6.25 - 6.95

Mon: Wet Burrito
Chicken Chimichanga
Tue: Shreded Pork
Wed: Chicken Taquitos
Thur: Beef Fajitas
Fri: Spanish Fish

with Rice & Beans

Asian Choices

- Mushroom Chicken
- Beef Broccoli
- Eggplant Tofu
- Chow Mein

S-$4.95 L-$6.25

BE OUR LUCKY CUSTOMER OF THE WEEK! ENTER TODAY!

Lucky Winner of the Week!
Joann Sealy

Please Visit our Café Located in the Basement of The Hall of Administration, Open daily Monday through Friday

Menu Labeling Requirements

Menus shall list the nutritional information for each item in accordance with the federal menu labeling requirements.[8]

- All items available in cafeterias must be labeled with calories per serving as sold (or calories per measure provided for salad bar-type service).

- Calorie labeling must be displayed at the point of choice in a clear and conspicuous manner on the menu board, or if menu boards are not available, labeling must be prominently posted on signs adjacent to the food items or menus.

- Exceptions to this standard are items not listed on a menu or menu board such as condiments and other items placed on the table for general use; daily specials; temporary menu items appearing on the menu for less than 60 days; and custom orders.

- Additional nutritional information must be made available in written form, on request. The nutrition information that must be available in written form to consumers upon request includes:

    - The total number of calories derived from any source
    - The total number of calories derived from the total fat
    - Total fat
    - Saturated fat
    - Cholesterol
    - Sodium
    - Total carbohydrate
    - Sugars
    - Dietary fiber
    - Total protein

- A prominent statement regarding the availability of additional nutrition information available must be placed on the menu or menu board in written form, on request.

[8] Set forth by the Patient Protection and Affordable Care Act of 2010. Requirements were extracted from the Health and Sustainability Guidelines for Federal Concessions and Vending Operations developed by the Health and Human Services (HHS) and General Services Administration (GSA).

ATTACHMENT 7

SAMPLE

DEPARTMENT OF HEALTH SERVICES (DHS)
MONTHLY GROSS RECEIPTS AND REVENUE REPORT

Name of Licensee: _____ Collection Period:_____

Agreement Number: _____

Product	Sell Price	Quantity	Gross Sales	Sales Tax	Net Sales	Commission Rate	Commission Amount
soda (non-diet)							
diet soda							
energy drinks (non-diet)							
energy drinks (diet)							
juice (regular)							
juice*							
milk*							
water bottles							
large hot bvg							
medium hot bvg							
small hot bvg							
main dishes/entrées							
main dishes/entrées*							
side items							
side items*							
fruit							
vegetables							
snacks/desserts							
snacks/desserts*							
combination meals							

**Meet DPH nutrition standards*

Policy #:	Title:	Effective Date:
3.115	**County of Los Angeles Vending Machine Nutrition Policy**	**8/8/2006**

PURPOSE

Obesity rates are rising in the county among both children and adults. Obesity and poor nutrition are among the leading causes of chronic disease, including type 2 diabetes, heart disease, stroke, and cancer, and are major drivers of the escalating health care costs. The abundance of inexpensive low-nutrient, calorie-dense food and beverages in community and work environments are important contributors to unhealthy dietary practices. The purpose of the County of Los Angeles Vending Machine Nutrition Policy is to encourage healthier diets by increasing access to healthy food and beverages and reducing access to unhealthy food and beverage options for County employees and the public at County facilities.

REFERENCE

August 8, 2006, Board Order 25

February 17, 2009 - Board of Supervisors Statement of Proceedings:
http://file.lacounty.gov/bos/supdocs/47636.pdf

August 18, 2009 - Board of Supervisors Statement of Proceedings

POLICY

This policy would affect County-contracted vending machine suppliers by requiring them to change the products they offer to meet County of Los Angeles Vending Machine Nutrition Policy guidelines in all County facilities and offices, except where exempted by the Board of Supervisors. This policy as it exists now or may exist in the future will apply to all new vending machine agreements as well as any new amendments to existing vending contracts. It is anticipated that County employees who purchase items from vending machines will be positively impacted by the policy by having a broad range of healthier foods and beverages from which to choose. County of Los Angeles Vending Machine Nutrition Policy guidelines are listed below. A list of examples of foods and beverages that comply with these guidelines are available upon request from the Department of Public Health.

All snacks and beverages sold in County-contracted vending machines must adhere to the following nutrition guidelines:

Snacks in Vending Machines

An individually sold snack that has no more than:

a) 35% of its calories from fat (excluding legumes, nuts, nut butters, seeds, eggs, non-fried vegetables, and cheese packaged for individual sale)
b) 10% of its calories from saturated fat (excluding eggs and cheese packaged for individual sale)
c) 35% sugar by weight (excluding fruits and vegetables)
d) 250 calories per individual food item or package if a pre-packaged item
e) 360 mg of sodium per individual food item or package if a pre-packaged item

Beverages in Vending Machines

a) Drinking water (including carbonated water products)
b) Fruit-based drinks that are at least 50 percent fruit juice without added sweeteners
c) Vegetable-based drinks that are at least 50 percent vegetable juice without added sweeteners
d) Milk products, including two-percent, one-percent, nonfat, soy, rice and other similar non-dairy milk without added sweeteners
e) Sugar sweetened or artificially sweetened beverages that do not exceed 25 calories per 8 ounces[1]

Vending machines with beverages should include bottled water as an option. The price of the bottled water should be no higher than the prices of the other beverage options in the vending machine.

1 Fresh coffee and tea dispensed from vending machines are exempted.

AGREEMENT FOR
CONCESSION CAFETERIA SERVICES

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

B **INTENTIONALLY OMITTED**

C CONTRACTOR'S PROPOSED SCHEDULE

D CONTRACTOR'S EEO CERTIFICATION

E COUNTY'S ADMINISTRATION

F CONTRACTOR'S ADMINISTRATION

G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

H JURY SERVICE ORDINANCE

I SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS

PROP A - LIVING WAGE PROGRAM EXHIBITS

J LIVING WAGE ORDINANCE

K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

L PAYROLL STATEMENT OF COMPLIANCE

INTENTIONALLY OMITTED

CONTRACTOR'S SCHEDULE

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

FACILITY'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

_____

Telephone _____

E-Mail Address: _____

FACILITY'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____ Facsimile:_____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:_____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

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

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

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

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

Notices to Contractor shall be sent to the following:

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

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Agreement No._____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

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.

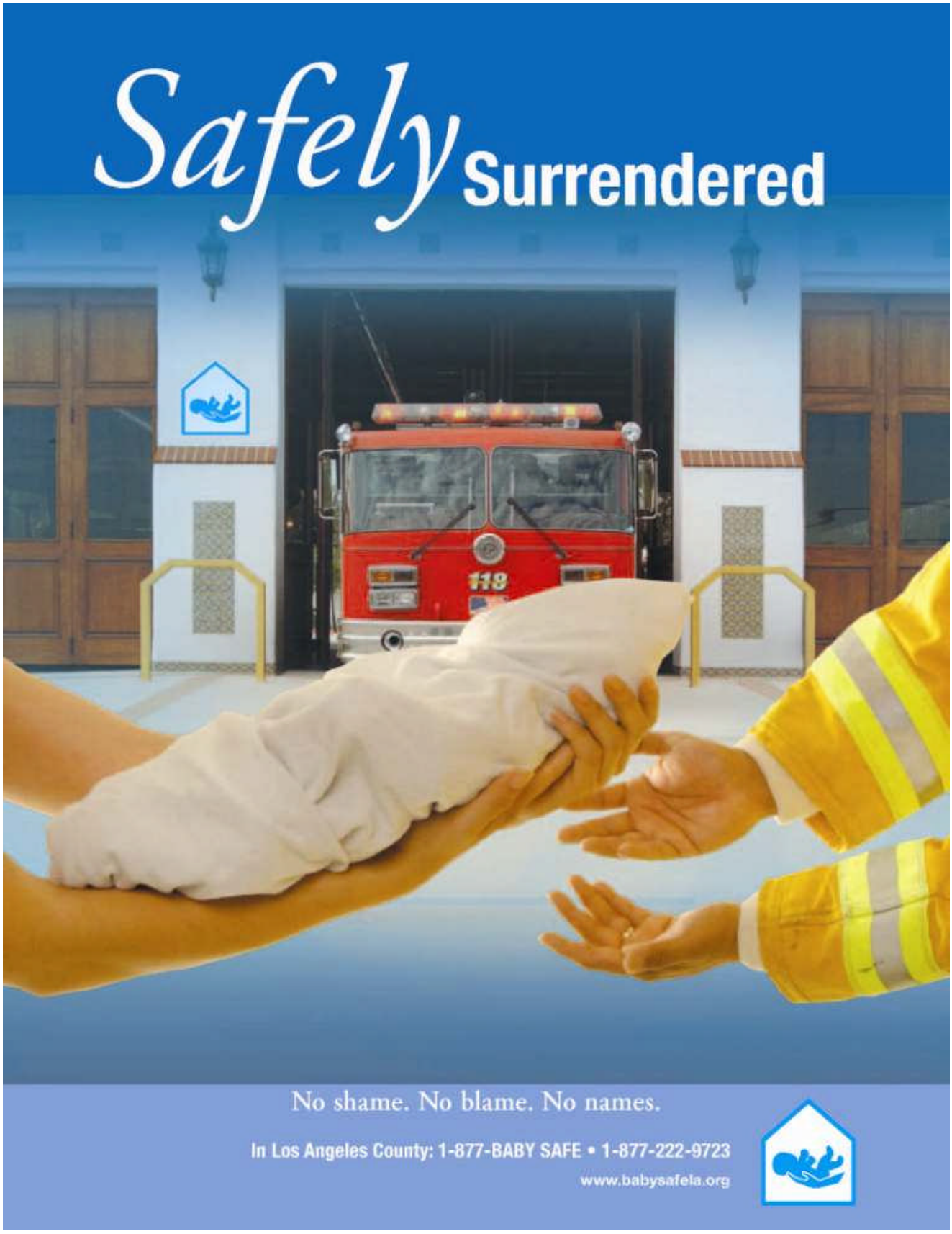
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"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.

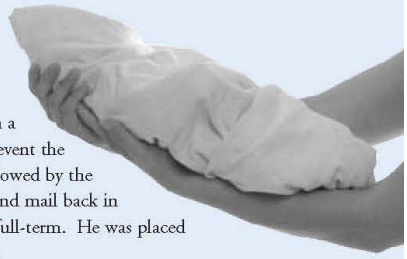
What happens to the parent or surrendering adult?

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

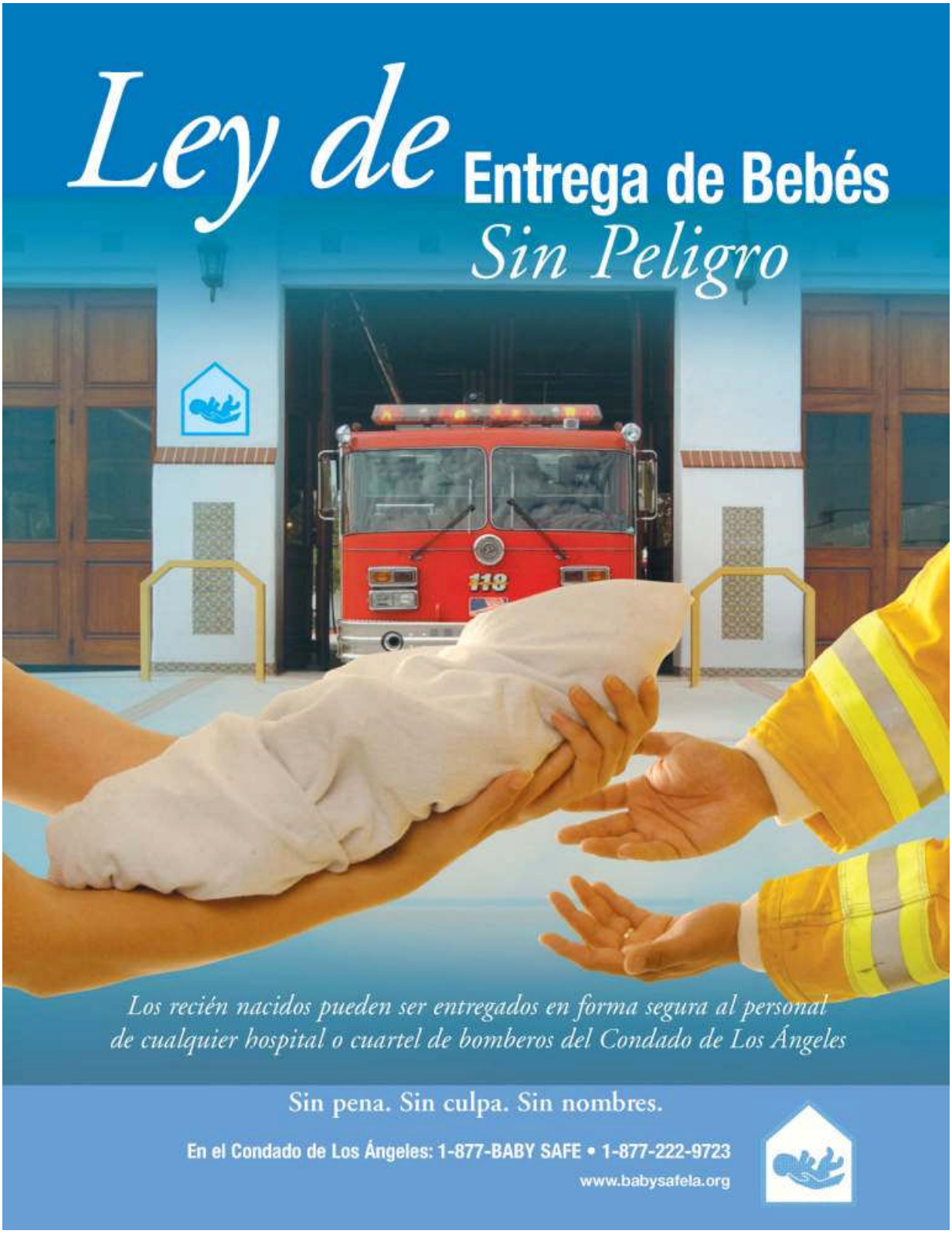
Why is California doing this?

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.

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 rerorts)* Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

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

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

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

EXHIBIT L

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE

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

Do hereby state:

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

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

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

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

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

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

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

3. That:

   A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
   □ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

   B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
   □ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

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