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

JERRY E. POWERS
Chief Probation Officer

April 08, 2014

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
48 April 8, 2014
SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

APPROVAL OF A CONTRACT WITH APPLEONE EMPLOYMENT SERVICES TO PROVIDE CLERICAL SERVICES AT BARRY J. NIDORF JUVENILE HALL FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT

(5th SUPERVISORIAL DISTRICT) (3 VOTES)

SUBJECT

Approval of a contract with AppleOne Employment Services to provide clerical services at Barry J. Nidorf Juvenile Hall for the County of Los Angeles Probation Department.

IT IS RECOMMENDED THAT THE BOARD:

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

2. Approve and instruct the Chairman to sign the attached contract (Attachment I) with AppleOne Employment Services (AppleOne) to provide clerical services at Barry J. Nidorf Juvenile Hall for an estimated annual amount of $541,797 commencing on May 1, 2014 through April 30, 2015.

3. Delegate authority to the Chief Probation Officer to prepare and execute contract amendments to extend the contract term for up to four (4) additional 12-month periods, upon approval as to form by County Counsel.

4. Delegate authority to the Chief Probation Officer to prepare and execute amendments to the contract for any decrease or increase not to exceed ten percent (10%) of the hourly rate and/or 180

days to the period of performance pursuant to the terms of the contract, upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval of the attached contract (Attachment I) with AppleOne to provide clerical services at Barry J. Nidorf Juvenile Hall for the County of Los Angeles Probation Department (Probation). Probation has utilized contracted clerical services since 1987. The current contract is scheduled to expire on April 30, 2014. Approval of this contract will enable Probation to continue receiving clerical services at Barry J. Nidorf Juvenile Hall.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the Countywide Strategic Plan, Goal #1 Operational Effectiveness and Goal #2 Fiscal Sustainability. Implementation of the recommendations will enable Probation to continue receiving clerical services.

FISCAL IMPACT/FINANCING

Attachment II compares the cost of contract services with the costs the County would incur if the clerical services were to be provided by County employees. The annual savings to the County is estimated at $372,883. Because the annual number of hours to be provided cannot be projected with certainty given fluctuations in juvenile hall population changes and other Departmental needs, the actual contract savings may be more or less than estimated. Attachment III shows the benefits available to contract employees. Attachment IV provides the process used for contracting with the community business enterprises.

Funding for this contract in the amount of $541,797 is included in the FY 2013-2014 Adopted Budget. The proposed contract includes provisions for non-appropriation of funds and budget reductions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Probation has contracted for clerical services since 1987. The initial term of this contract shall be effective May 1, 2014 through April 30, 2015. The proposed contract is authorized by the Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). Probation has complied with all requirements for contracting with private businesses under Los Angeles County Code Chapter 2.121.

Probation evaluated and determined that the Living Wage Ordinance applies to the recommended contract. The contract includes compliance with the requirements for the County's Living Wage Program (Los Angeles County Code, Chapter, 2.201).

The proposed contract contains the Board's required contract provisions, including those pertaining to consideration of qualified county employees targeted for layoffs, as well as qualified GAIN/GROW

participants for employment openings, compliance with Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support Program. In accordance with the Chief Executive Office memorandum dated July 19, 2002, the proposed Contractor has been instructed to register on WebVen.

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

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

CONTRACTING PROCESS

To solicit for these services, a competitive Request for Proposals (RFP) process was utilized and issued on March 8, 2013. Through the solicitation and competitive negotiation process, approximately 56 letters were sent to service providers.

Advertisements were run in the Los Angeles Times, Eastern Group Publications and Lynwood Journal. The solicitation information was also made available through the Internet on the County of Los Angeles Internal Services Department (Attachment V) and Probation websites. As a result, five potential providers registered for the Mandatory Proposer's Conference and four potential providers attended the conference.

Two (2) proposals were received and evaluated using the initial screening "pass/fail" process which was consistent with the Selection Process and evaluation Criteria set forth in the RFP. The proposals submitted by 1) AppleOne and 2) Newpoint Management, LLC passed the initial screening and proceeded to the final evaluation process.

An evaluation committee was formed to evaluate the two (2) proposals that passed the initial screening process. Financial subject matter experts evaluated the financial/budget portions of the proposals. Evaluation committee members objectively evaluated the proposals submitted by AppleOne and Newpoint Management, LLC.

The proposals were rated and scored by an evaluation committee using a point system that covered: 1) proposer's qualifications, 2) proposer's approach to provide required services, 3) proposer's quality control plan, and 4) cost proposal.

AppleOne's proposal received the highest overall rating by the evaluation committee. AppleOne submitted a responsive proposal that reflected a good understanding of the services to be provided. AppleOne outlined a quality plan and demonstrated they were experienced and capable of providing the required services. There were no protests received as part of this solicitation. The current contract expires on April 30, 2014.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This contract will continue the current level of services.

Respectfully submitted,

JERRY E. POWERS
Chief Probation Officer

JEP:TH:DS:yh

Enclosures

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

ATTACHMENT I

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

APPLEONE EMPLOYMENT SERVICES

TO PROVIDE

CLERICAL SERVICES AT
BARRY J. NIDORF JUVENILE HALL

MAY 1, 2014 - APRIL 30, 2015

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES

AND

APPLEONE EMPLOYMENT SERVICES

TO PROVIDE

CLERICAL SERVICES AT BARRY J. NIDORF JUVENILE HALL

This Contract and Exhibits made and entered into this 8th day of April, 2014 by and between the County of Los Angeles, hereinafter referred to as COUNTY and AppleOne Employment Services, hereinafter referred to as CONTRACTOR. AppleOne Employment Services is located at 990 Knox Street, Torrance, California 90502.

RECITALS

WHEREAS, the County of Los Angeles Probation Department has a continuing need to provide clerical services to keep records on minors processed through Barry J. Nidorf Juvenile Hall; and

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

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

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

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, G1, G2, G3, H, I, J, K, L, M, N, O, P, Q, Q1, R, S, T, U, V, and W and are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the

Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1	EXHIBIT A -	Statement of Work (SOW)
1.2	EXHIBIT B -	Pricing Sheet
1.3	EXHIBIT C -	Contractor's Proposed Schedule
1.4	EXHIBIT D -	Contractor's EEO Certification
1.5	EXHIBIT E -	County's Administration
1.6	EXHIBIT F -	Contractor's Administration
1.7	EXHIBIT G -	Employee's Acknowledgement of Employer
	EXHIBIT G1 -	Contractor Acknowledgement and Confidentiality Agreement
	EXHIBIT G2 -	Contractor Employee Acknowledgement and Confidentiality Agreement
	EXHIBIT G3 -	Contractor Non-Employee Acknowledgement and Confidentiality Agreement
1.8	EXHIBIT H -	Jury Service Ordinance
1.9	EXHIBIT I -	Safely Surrendered Baby Law
1.10	EXHIBIT J -	Living Wage Ordinance
1.11	EXHIBIT K -	Monthly Certification for Applicable Health Benefit Payments
1.12	EXHIBIT L -	Payroll Statement of Compliance
1.13	EXHIBIT M -	Intentionally Omitted
1.14	EXHIBIT N -	Intentionally Omitted
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1.17	EXHIBIT Q -	Sexual Harassment Policy
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1.18	EXHIBIT R -	Defaulted Property Tax Reduction Program/Form
1.19	EXHIBIT S -	Contractor's Discrepancy Report
1.20	EXHIBIT T -	Confidentiality of CORI Information
1.21	EXHIBIT U -	Performance Requirements Summary (PRS Chart)
1.22	EXHIBIT V -	Job Description
1.23	EXHIBIT W-	Duty Statement

This Contract, the Exhibits and the CONTRACTOR'S Proposal, incorporated herein by reference, dated **March 8, 2013,** hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1, Amendments, and signed by both parties.

2.0 DEFINITIONS

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

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

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

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

2.4 COUNTY Contract Manager: Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.

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

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

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

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

3.0 WORK

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

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

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for a twelve (12) month period commencing **May 1, 2014** through **April 30, 2015**, unless terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the CONTRACTOR, by mutual written agreement, for up to four (4) additional twelve (12) month periods for a maximum total Contract term of five (5) years.

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

The COUNTY maintains databases that track/monitor CONTRACTOR performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a Contract term extension option.

4.3 The CONTRACTOR shall notify the County of Los Angeles Probation Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the CONTRACTOR shall send written notification to the County of Los Angeles Probation Department at the address herein provided in *Exhibit E, County's Administration*.

5.0 CONTRACT SUM

5.1 The Contract fee under the terms of this Contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this Contract consistent with *Exhibit B, Pricing Sheet*. The total sum inclusive of all applicable taxes is estimated at **$541,797** as long as the total number of hours does not exceed 33,280. If the total annual number of hours does exceed 33,280, payment shall continue to be made at the agreed upon per hour rates. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.

The CONTRACTOR shall submit monthly invoices for actual services provided under this Contract consistent with *Exhibit B, Pricing Sheet*. The CONTRACTOR shall retain all relevant supporting documents and make them available to COUNTY at any time for audit purposes. Invoices shall be specific as to the services provided.

5.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.

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

5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

The CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

5.5 **INVOICES AND PAYMENTS**

5.5.1 The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A, Statement of Work,* and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. The CONTRACTOR'S payments shall be as provided in *Exhibit B, Pricing Sheet,* and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing, no payment shall be due to the CONTRACTOR for that work.

5.5.2 The CONTRACTOR'S invoices shall be priced in accordance with *Exhibit B, Pricing Sheet.*

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

5.5.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 15th calendar day of the month following the month of service.

PROP A – Living Wage Program:

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

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

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

County of Los Angeles Probation Department
Attention: Portland Holmes, Head Clerk
16350 Filbert Street
Sylmar, California 91342

5.5.6 **County Approval of Invoices**

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Paragraphs are designated in *Exhibit E, County's Administration*. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY'S CONTRACT MANAGER

The responsibilities of the COUNTY'S Contract Manager include:

- ensuring that the objectives of this Contract are met; and

- providing direction to the CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

6.2 COUNTY'S PROGRAM MANAGER

The responsibilities of the COUNTY'S Program Manager include:

- meeting with the CONTRACTOR'S Project Director on a regular basis; and

- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the CONTRACTOR.

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

6.3 COUNTY'S CONTRACT MONITOR

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR'S PROJECT DIRECTOR

7.1.1 CONTRACTOR shall provide its own full time officer or employee as CONTRACTOR'S Project Director. The CONTRACTOR'S Project Director or an approved alternate shall be assigned locally and available for telephone contact twenty-four (24) hours a day. The CONTRACTOR'S Project Director/alternate shall be available for telephone contact between 8:00 a.m. and 5:00 p.m., PT, Monday through Friday, excluding COUNTY holidays. The CONTRACTOR'S Project Director shall provide overall management and coordination of this Contract, and shall act as the central point of contact with COUNTY.

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

7.1.3 CONTRACTOR's Project Director shall act as a central point of contact with the COUNTY. CONTRACTOR'S Project Director shall have a minimum of three (3) years experience in the last five (5) years in providing clerical services and is a current employee of the agency.

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

7.1.5 CONTRACTOR'S Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

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

7.2 APPROVAL OF CONTRACTOR'S STAFF

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

7.2.1 CONTRACTOR Personnel

7.2.1.1 CONTRACTOR shall be responsible for providing competent staff to fulfill the Contract. COUNTY shall have the right to review and approve potential staff prior to performing services under this Contract.

7.2.1.2 CONTRACTOR shall ensure that by the first day of employment, all persons working on this Contract have signed an acknowledgement form regarding confidentiality that meets the standards of the County of Los Angeles Probation Department for COUNTY

employees having access to confidential Criminal Offender Record Information (CORI). **CONTRACTOR shall retain the original CORI form and forward a copy to COUNTY Contract Manager within five (5) business days of start of employment** *(Refer to Exhibit T, Confidentiality of CORI Information).*

7.2.1.3 All personnel must be able to read, write, spell, speak, understand English and possess good grammatical skills. In some assignments, personnel who can speak, read, write, and understand Spanish will also be required. The current number of Spanish speaking clerks required is two (2).

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

7.2.1.5 CONTRACTOR shall assign a sufficient number of employees to perform required work.

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

7.2.1.7 CONTRACTOR shall be required to conduct a background check of their employees as set forth in Paragraph 7.4, Background and Security Investigations, of the Contract.

7.2.1.8 Personnel provided by CONTRACTOR shall present a neat appearance and be properly attired. COUNTY reserves the right to determine appropriate attire.

7.2.1.9 CONTRACTOR shall have available two (2) persons who have received approximately fourteen (14) working days of on-site training at CONTRACTOR'S expense and who will be available to replace an absent employee and/or a permanent vacancy within twenty-four (24) hour notice. COUNTY shall compensate CONTRACTOR only for hours worked by those alternate employees.

7.2.1.10 CONTRACTOR shall not employ any person under the age of twenty-one (21) years for positions within the confines of Barry J. Nidorf Juvenile Hall.

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

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

7.3 CONTRACTOR'S STAFF IDENTIFICATION

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

7.3.2 CONTRACTOR is responsible to ensure that employees have obtained a COUNTY ID badge before they are assigned to work in a COUNTY facility. CONTRACTOR personnel may be asked to leave a COUNTY facility by a COUNTY representative if they do not have the proper COUNTY ID badge on their person.

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

7.3.4 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 Contract.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

Background and security investigations of CONTRACTOR'S staff are required as a condition of beginning and continuing work under resulting Contract. The cost of background checks is the responsibility of the CONTRACTOR. CONTRACTOR shall be responsible for the ongoing implementation and monitoring of Sub-*paragraphs 7.4.1 through 7.4.6*. On at least a quarterly basis, CONTRACTOR shall report, in writing, monitoring results to the COUNTY, indicating compliance or problem areas. The elements of monitoring report shall receive prior written approval from COUNTY.

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

7.4.2 No personnel employed by the CONTRACTOR or Subcontractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to COUNTY and employment of the employee for this service is approved in writing by the COUNTY.

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

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

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

7.4.6 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S or Subcontractor's employees; COUNTY will bill CONTRACTOR to recover expenses. The current

amount is $32.00 per record check, which is subject to change by the State.

7.5 CONFIDENTIALITY

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

7.5.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.

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

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

7.5.2.2 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of *Exhibit G2, Contractor Employee Acknowledgement and Confidentiality Agreement*.

7.5.2.3 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of *Exhibit G3, Contractor Non-Employee Acknowledgement and Confidentiality Agreement.*

7.5.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or Subcontractors, to comply with this Paragraph 7.5, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR'S indemnification obligations under this Paragraph 7.5 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate

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

7.5.4 Confidentiality of Adult and Juvenile Records

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

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

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

7.6 NEPOTISM

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

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

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

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

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

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

8.2 ASSIGNMENT AND DELEGATION

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

8.2.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the

event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the Contract, which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

8.3 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

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

8.5.1 Within fifteen (15) business days after Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR'S policy for receiving, investigating and responding to user complaints.

8.5.2 The COUNTY will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.

8.5.3 If the COUNTY requests changes in the CONTRACTOR'S policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.

8.5.4 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR'S policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

8.5.5 The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY'S Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

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

8.6 COMPLIANCE WITH APPLICABLE LAW

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

8.6.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against

any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR'S indemnification obligations under this Paragraph 8.6 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY'S prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with *Exhibit D, Contractor's EEO Certification.*

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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

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

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

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

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

8.9 CONFLICT OF INTEREST

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

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

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

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

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

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

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

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

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

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

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

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

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

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

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

8.17.2 The CONTRACTOR shall indemnify, defend, and hold harmless,

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

8.18 FACSIMILE REPRESENTATIONS

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

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both

CONTRACTOR and such Subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

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

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

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

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

8.22.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The

CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

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

8.23 INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, 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 Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement

confirming COUNTY and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to COUNTY not less than 10 days prior to Contractor's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Subcontractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any COUNTY required endorsement forms.

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

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

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

- CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a CONTRACTOR employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of COUNTY property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify

COUNTY of any third party claim or suit filed against CONTRACTOR or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

8.24.2 **Additional Insured Status and Scope of Coverage**

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

8.24.3 **Cancellation of or Changes in Insurance**

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

8.24.4 **Failure to Maintain Insurance**

CONTRACTOR'S failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR,

and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

8.24.5 **Insurer Financial Ratings**

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

8.24.6 **Contractor's Insurance Shall Be Primary**

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

8.24.7 **Waivers of Subrogation**

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

8.24.8 **Sub-Contractor Insurance Coverage Requirements**

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

8.24.9 **Deductibles and Self-Insured Retentions (SIRs)**

CONTRACTOR'S policies shall not obligate the COUNTY to pay

any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR'S payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 **Application of Excess Liability Coverage**

CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 **Separation of Insureds**

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

8.24.13 **Alternative Risk Financing Programs**

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

8.24.14 **County Review and Approval of Insurance Requirements**

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

8.25 INSURANCE COVERAGE

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

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

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

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

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Chief Probation Officer, or his/her designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may

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

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

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in *Exhibit U, Performance Requirements Summary (PRS) Chart*, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or

(c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.26.3 The action noted in Sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the

CONTRACTOR to complete or comply with the provisions of this Contract.

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

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

8.28.4 The CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because

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

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

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

8.28.7 If the COUNTY finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

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

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

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

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.34 NOTICES

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

authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the CONTRACTOR; all information obtained in connection with the COUNTY'S right to audit and inspect the CONTRACTOR'S documents, books, and accounting records pursuant to Paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 PUBLICITY

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

CONTRACTOR from publishing its role under this Contract within the following conditions:

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

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

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

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

8.38.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the County's Auditor-Controller within thirty (30)

days of the CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

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

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY'S dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY'S dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY'S maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

8.38.4 In addition to the above, the CONTRACTOR agrees, should the COUNTY or its authorized representatives determine, in the COUNTY'S sole discretion, that it is necessary or appropriate to review a broader scope of the CONTRACTOR'S records (including, certain records related to non-COUNTY Contracts) to enable the COUNTY to evaluate the CONTRACTOR'S compliance with the COUNTY'S Living Wage Program, that the CONTRACTOR shall promptly and without delay provide to the COUNTY, upon the written request of the COUNTY or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the COUNTY under this Contract, including without limitation, records relating to work performed by said employees on the CONTRACTOR'S non-COUNTY Contracts. The CONTRACTOR further acknowledges that the foregoing requirement in this subparagraph relative to CONTRACTOR'S employees who have provided services to the COUNTY under this

Contract is for the purpose of enabling the COUNTY in its discretion to verify the CONTRACTOR'S full compliance with and adherence to California labor laws and the COUNTY'S Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY'S written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the COUNTY'S option the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

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

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

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

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

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

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

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

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

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

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

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

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

before any Subcontractor employee may perform any work hereunder.

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

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

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

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

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

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

8.43 TERMINATION FOR DEFAULT

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

- CONTRACTOR has materially breached this Contract; or
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.43.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them,

the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

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

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

8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.45 TERMINATION FOR INSOLVENCY

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

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

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

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

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

8.49 WAIVER

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

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

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

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

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

Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206 *(Exhibit R, Defaulted Property Tax Reduction Program/Form).*

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

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

8.53 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.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

This Contract is subject to the provisions of the COUNTY'S ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

1. Unless the CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that the CONTRACTOR is not an "Employer"

as defined under the Program (Section 2.201.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the CONTRACTOR shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the COUNTY, including, without limitation, "Travel Time" as defined below at subsection 5 of this subparagraph 9.1.2 under the Contract:

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

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

2. For purposes of this sub-paragraph, "CONTRACTOR" includes any Subcontractor engaged by the CONTRACTOR to perform services for the COUNTY under the Contract. If the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the CONTRACTOR under the laws of California, and who is providing full-time services to the CONTRACTOR, some or all of which are provided to the COUNTY under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the COUNTY; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

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

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

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

9.1.3 **Contractor's Submittal of Certified Monitoring Reports**

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

9.1.4 **Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims**

During the term of the Contract, if the CONTRACTOR becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the CONTRACTOR shall immediately inform the COUNTY of any pertinent facts known by the CONTRACTOR regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the CONTRACTOR'S Contract with the COUNTY, but instead applies to any labor law/payroll violation or claim arising out of any of the CONTRACTOR'S operations in California.

9.1.5 **County Auditing of Contractor Records**

Upon a minimum of twenty-four (24) hours' written notice, the COUNTY may audit, at the CONTRACTOR'S place of business, any of the CONTRACTOR'S records pertaining to the Contract, including all documents and information relating to the certified monitoring

reports. The CONTRACTOR is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the COUNTY shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 **Notifications to Employees**

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

9.1.7 **Enforcement and Remedies**

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

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

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

   b. Liquidated Damages. It is mutually understood and agreed that the CONTRACTOR'S failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the COUNTY. It is

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

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

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

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

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

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

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

9.1.8 **Use of Full-Time Employees**

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

staffing plan, the CONTRACTOR shall immediately provide a copy of the new staffing plan to the COUNTY.

9.1.9 **Contractor Retaliation Prohibited**

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

9.1.10 **Contractor Standards**

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

9.1.11 **Employee Retention Right**

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

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

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

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

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

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

9.1.12 **Neutrality in Labor Relations**

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

9.2 INTENTIONALLY OMITTED

9.3 INTENTIONALLY OMITTED

9.4 INTENTIONALLY OMITTED

9.5 INTENTIONALLY OMITTED

9.6 INTENTIONALLY OMITTED

9.7 INTENTIONALLY OMITTED

9.8 INTENTIONALLY OMITTED

9.9 INTENTIONALLY OMITTED

9.10 SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION TRAINING

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

9.10.2 CONTRACTOR shall provide County of Los Angeles Probation Department with a Certified Document *(Exhibit Q1, Sexual Harassment/ Discrimination/Retaliation Prohibited Form)* noting that each individual employee has received the requisite training and has acknowledged in writing that he/she received the training and is familiar with the policies and reporting procedures. Such confirmation documentation will be required from the CONTRACTOR'S staff before performing services under this Contract.

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

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

Attest:

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

By _____
Deputy

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

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

By _____
Deputy

APPLEONE EMPLOYMENT SERVICES

By _____

Richard Wilke
Name (Typed or Printed)

Regional Vice President
Title

3-12-14
Date

ADOPTED
BOARD OF SUPERVISORS

#48 APR 08 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

JOHN F. KRATTLI,
COUNTY COUNSEL

By _____
MILLICENT L. ROLON,
PRINCIPAL DEPUTY COUNTY COUNSEL

March 6, 2014
Date

78143

EXHIBIT A

STATEMENT OF WORK

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EXHIBIT A
STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The CONTRACTOR shall provide experienced individuals to perform complete typing/clerical duties as well as other types of office functions for long-term interim assignments to the County of Los Angeles Probation Department (Probation) at Barry J. Nidorf Juvenile Hall. A maximum of sixteen (16) qualified skilled typists shall be available per given day. Said personnel shall provide clerical services seven (7) days a week on various shifts: 6:00 a.m. to 2:30 p.m., 7:00 a.m. to 4:30 p.m., 8:00 a.m. to 5:00 p.m., 2:00 p.m. to 10:30 p.m., and 10:00 p.m. to 6:30 a.m. Individuals shall possess the skill requirements level listed in Section 2.0 below and as described in *Exhibits V and W*. CONTRACTOR shall maintain files at its place of business that document and support the Contract employees' skill levels.

2.0 SPECIFIC TASKS

A sample of the types of functions and duties which Probation may require are as follows:

2.1 <u>Skilled Typist</u>

2.1.1 The skilled typist shall use personal computers. This includes typing forms with correct spelling and punctuation, setting up simple tabulations, type correspondence, envelopes and making corrections as required, process new admissions and releases, and staff key center. CONTRACTOR'S employees must have experience in general typing with the necessary minimum typing speed of forty (40) net words per minute (w.p.m.).

2.1.2 The skilled typist who will perform under COUNTY supervision all clerical services necessary to process juvenile probation cases. The CONTRACTOR is expected to provide capable, qualified, and dependable employees on a daily basis. Employees must be willing to work and be available for long-term assignments of at least twelve (12) months duration.

2.2 CONTRACTOR shall provide clerical personnel who will meet the following requirements:

2.2.1 Have at least one (1) year of clerical experience involving typewriting or a certificate, Associate of Arts degree in clerical procedures, or office administration from an accredited college;

2.2.2 Possess general clerical skills, such as filing and answering phones;

2.2.3 Be temperamentally capable of meeting and handling the public;

2.2.4 Have good work habits;

2.2.5 Be able to get to work on time; and,

2.2.6 Be capable of performing the specific assignments described in *Exhibits V and W*.

2.3 Delivery

CONTRACTOR will be required to provide personnel within twenty-four (24) hours after receipt of order; however, if the required number of personnel has not arrived within forty-eight (48) hours, the COUNTY reserves the right to cancel the order and purchase the services from other sources. COUNTY also reserves the right to bill CONTRACTOR for any excess costs for similar services acquired by COUNTY from other sources.

2.4 Overtime

Overtime (as defined by California's Industrial Welfare Commission) is allowable only with prior authorization by the designated Probation representative at the contractually agreed hourly rate.

2.5 Assignment of Unqualified Personnel

The COUNTY reserves the right to require any personnel of CONTRACTOR assigned to COUNTY to take an on-site performance test to determine typist skills. In the event CONTRACTOR'S personnel do not meet the minimum typist standards, CONTRACTOR shall immediately replace personnel within twenty-four (24) hours with personnel possessing the required skills. The COUNTY shall not be charged by CONTRACTOR for the services of the employee(s) replaced.

2.6 Self Monitoring Reports

CONTRACTOR shall prepare monthly reports that indicate the level of and type of services rendered to Probation. The CONTRACTOR will submit this report to COUNTY Contract Monitor and COUNTY Program Manager by the 10th working day of the following month for which services were rendered. Report format and content is subject to final COUNTY review and approval.

2.7 Due to population changes, budgetary constraints and other Departmental needs, the COUNTY reserves the right to request greater or fewer personnel than herein described to meet operational considerations.

3.0 QUALITY CONTROL PLAN

CONTRACTOR(S) shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met. A copy must be provided to the COUNTY Program Manager within two (2) weeks of the Contract start date and as changes occur. The original plan and any future amendments are subject to COUNTY review and approval and shall include, but not be limited to, the following:

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

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

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

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

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

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

4.0 QUALITY ASSURANCE PLAN

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

action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

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

4.1 Performance Evaluation Meetings

The COUNTY'S Program Manager may meet weekly with the CONTRACTOR'S Project Director during the first three (3) months of the Contract if COUNTY'S Program Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified.

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

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

4.4 Contract Discrepancy Report *(Exhibit S)*

Verbal notification of a Contract discrepancy shall be made to the CONTRACTOR'S Project Director whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the COUNTY and the CONTRACTOR

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

5.0 DEFINITIONS

5.1 Admission Office – Work location within juvenile hall where information is entered into the computer.

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

5.3 Computer Room – Work location within juvenile halls where information is entered into the computer.

5.4 Contract Discrepancy Report (CDR) – a report prepared by the COUNTY'S Program Manager to inform the CONTRACTOR'S of the faulty service. The CDR requires response from the CONTRACTOR'S explaining the problem and outlining the remedial action being taken to resolve the problem.

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

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

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

5.8 COUNTY Program Manager – Person designated by COUNTY to manage the daily operations under this Contract.

5.9 Evening Shift – A regularly established work shift at least five-eighths (5/8) of which falls between the hours of 4:00 p.m. and 11:00 p.m.

5.10 Night Shift – A regularly established work shift at least five-eighths (5/8) of which falls between the hours of 9:00 p.m. and 8:00 a.m.

5.11 Performance Requirements Summary (PRS) – The statement that identifies the key performance indicators for the Contract which will be evaluated by the COUNTY to ensure Contract performance standards are met by the CONTRACTOR.*(Refer to Exhibit U.)*

5.12 Post Position – A position which must be covered at all times and requires a relief person during breaks and lunch times.

5.13 Quality Control Plan – all necessary measures taken by the CONTRACTOR to assure that the quality of service will meet the Contract requirements set forth in the Statement of Work.

5.14 Reception Areas – Work locations where minors, visitors and staff are processed in and out of the institution and where security is maintained by controlling access through gates and electronically operated doors to secured areas.

5.15 Workday – Normal workdays for Admission and Computer Room are Sunday through Saturday, 6:00 a.m. to 2:30 p.m., 7:00 a.m. to 4:30 p.m., 8:00 a.m. to 5:00 p.m., 2:00 p.m. to 10:30 p.m., 10:00 p.m. to 6:30 a.m., including holidays. Normal workdays include two (2) 15-minute rest breaks which will be compensated for by COUNTY, and a thirty (30) or sixty (60) minute lunch/dinner period which will not be compensated for by COUNTY. Normal workdays in the File Room, Personnel, Business Office and Work Order Clerk are Monday through Friday, 8:00 a.m. to 5:00 p.m. excluding COUNTY holidays.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

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

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

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

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

6.2 Furnished Items

The COUNTY shall not provide materials, equipment and/or services necessary to operate this Contract except as listed below.

6.2.1 Equipment

6.2.1.1 The COUNTY will provide all office equipment necessary to perform the services described hereunder.

6.2.1.2 In the event CONTRACTOR'S employees damage COUNTY equipment or the facility by reason of abuse or carelessness as determined by COUNTY, CONTRACTOR will repair or replace as determined by COUNTY, any and all damages to equipment and facility within fifteen (15) calendar days. In the event CONTRACTOR does not repair or replace equipment or damage to facility, the COUNTY will do so and will charge the CONTRACTOR for all expenses by deducting such payment from CONTRACTOR monthly invoice(s).

6.2.2 Facility

Workspace for Contract personnel is provided within Barry J. Nidorf Juvenile Hall, 16350 Filbert St., Sylmar, California 91342.

6.2.3 Parking

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

6.2.4 Forms

Forms applicable to this Statement of Work are listed below.

Barry J. Nidorf Juvenile Hall Forms

Admission Log Book
Admission Report
Attorney Visiting Form
Behavior Record Control Card
Camp List
Corrected Pop Report
Court Custody List

Payroll Section Forms

Absence and Overtime Forms
Change Slips

Supplemental Forms
Timecards
Court List
Daily Population List
Employee Sign In and Out Log
Juvenile Hall Entrance Record
Key Audit Report
LAPD Arrest Report
Letter to Parent (English/Spanish)
BJN Visiting Roster
Master/Facility Population Sheet
Movement Log
Overdetained Report
PCMS Update
PCMS Admission Record (Kardex)
Pop and Grade Sheets
Pre-Movement List
Release Forms (IDC Placement)

Personnel Section Forms

Certified Mail Log
Confidentiality Roster
Employee's Report of Occupational Injury/Illness
Performance Evaluation Form
Personnel Action Request (PAR)
Report on Probationary
Staffing Report
Transmittals
Release Log Book
Release Report
Transfer Report
Transfer Transmittal
Unit Station Order
Unit Verification Sheets
Work Orders

Work Order Forms

Health and Safety Logs
PCMS Logs
Physical Plant Inspection
Service Request Form
Special Projects
Work Order Form
Above list of forms is subject to change.

CONTRACTOR

6.3. CONTRACTOR Project Director

6.3.1 CONTRACTOR shall provide its own full time officer or employee as CONTRACTOR'S Project Director. The CONTRACTOR'S Project Director or an approved alternate shall be assigned locally and available for telephone contact twenty-four (24) hours a day. The CONTRACTOR'S Project Director/alternate shall be available for telephone contact between 8:00 a.m. and 5:00 p.m., PT, Monday through Friday, excluding COUNTY holidays. The CONTRACTOR'S Project Director shall provide overall management and coordination of this Contract, and shall act as the central point of contact with COUNTY.

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

6.3.3 CONTRACTOR's Project Director shall act as a central point of contact with the COUNTY. CONTRACTOR'S Project Director shall have a minimum of three (3) years experience in the last five (5) years in providing clerical services and is a current employee of the agency.

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

6.3.5 CONTRACTOR'S Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

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

6.4 CONTRACTOR Personnel

6.4.1 CONTRACTOR shall be responsible for providing competent staff to fulfill the Contract. COUNTY shall have the right to review and approve potential staff prior to performing services under this Contract.

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

6.4.3 All personnel must be able to read, write, spell, speak, understand English and possess good grammatical skills. In some assignments, personnel who can speak, read, write, and understand Spanish will also be required. The current number of Spanish speaking clerks required is two (2).

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

6.4.5 CONTRACTOR shall assign a sufficient number of employees to perform required work.

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

6.4.7 CONTRACTOR shall be required to conduct a background check of their employees as set forth in Paragraph 7.4, Background and Security Investigations, of the Contract.

6.4.8 Personnel provided by CONTRACTOR shall present a neat appearance and be properly attired. COUNTY reserves the right to determine appropriate attire.

6.4.9 CONTRACTOR shall have available two (2) persons who have received approximately fourteen (14) working days of on-site

training at CONTRACTOR'S expense and who will be available to replace an absent employee and/or a permanent vacancy within twenty-four (24) hour notice. COUNTY shall compensate CONTRACTOR only for hours worked by those alternate employees.

6.4.10 CONTRACTOR shall not employ any person under the age of twenty-one (21) years for positions within the confines of Barry J. Nidorf Juvenile Hall.

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

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

6.5 Identification Badges

CONTRACTOR shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.3 – Contractor's Staff Identification, of the Contract.

6.6 Training

6.6.1 CONTRACTOR shall provide training programs for all new employees and continuing in-service training for all employees.

6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.7 Contractor's Office

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

calls. **The CONTRACTOR shall answer calls received by the answering service within two (2) hours of receipt of the call.**

7.0 HOURS/DAY OF WORK

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

8.0 WORK SCHEDULES

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

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

9.0 UNSCHEDULED WORK

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

10.0 PERFORMANCE REQUIREMENTS SUMMARY

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

10.2 A standard level of performance will be required of CONTRACTOR for the required services. *Exhibit U* summarizes the required services,

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

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

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

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

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

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

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

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PRICING SHEET

The undersigned offers to provide all labor and supplies necessary to provide Clerical Services for the Los Angeles County Probation Department at Barry J. Nidorf Juvenile Hall as set forth in the contract.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be on a fixed-fee basis as provided upon the hereinafter proposal fixed rates. I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following contract execution.

I agree to provide the specified services for the County of Los Angeles - Probation Department in accordance with the attached specifications for the following submitted compensation, which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

I PROPOSE A FIXED RATE/FEE FOR THE REQUIRED SERVICES AS FOLLOWS:

	Regular Hourly Rate	Overtime Hourly Rate
Skilled Typist	$ 16.28	$ 24.42

Linda Madigan
Print Name of Authorized Signer

Vice President, Operations & Government Solutions
Title

Linda Madigan
Signature

04/23/2013
Date

CONTRACTOR'S PROPOSED SCHEDULE

Company Name: AppleOne Employment Services
Company Address 18538 Hawthorne Blvd, Torrance, CA 90504
Project: Clerical Services
Department Name: Probation

Facility or Location	Position/Title	Rover(s)	Work Schedule	Full/Part Time	Hourly Rate	Health Insurance	Sun/Hours	Mon/Hours	Tues/Hours	Wed/Hours	Thur/Hours	Fri/Hours	Sat/ Hours	COUNTY Total Hours	NON COUNTY Total Hours
Barry J. Nidorf Juvenile Hall	Skilled Typist		6:00am-2:30pm	Full	$11.84	No	8	8	8	8	8	0	0	40	
Barry J. Nidorf Juvenile Hal	Skilled Typist		6:00am-2:30pm	Full	$11.84	No	8	8	8	8	8	0	0	40	
Barry J. Nidorf Juvenile Hall	Skilled Typist		6:00am-2:30pm	Full	$11.84	No	8	8	8	8	8	0	0	40	
Barry J. Nidorf Juvenile Hall	Skilled Typist		6:00am-2:30pm	Full	$11.84	No	0	0	8	8	8	8	8	40	
Barry J. Nidorf Juvenile Hall	Skilled Typist		6:00am-2:30pm	Full	$11.84	No	0	0	8	8	8	8	8	40	
Barry J. Nidorf Juvenile Hall	Skilled Typist		2:00pm-10:30pm	Full	$11.84	No	8	8	8	8	8	0	0	40	
Barry J. Nidorf Juvenile Hall	Skilled Typist		2:00pm-10:30pm	Full	$11.84	No	8	8	8	8	8	0	0	40	
Barry J. Nidorf Juvenile Hall	Skilled Typist		2:00pm-10:30pm	Full	$11.84	No	8	8	8	8	8	0	0	40	
Barry J. Nidorf Juvenile Hall	Skilled Typist		2:00pm-10:30pm	Full	$11.84	No	0	0	8	8	8	8	8	40	
Barry J. Nidorf Juvenile Hall	Skilled Typist		2:00pm-10:30pm	Full	$11.84	No	0	0	8	8	8	8	8	40	
Barry J. Nidorf Juvenile Hall	Skilled Typist		10:00pm-6:30am	Full	$11.84	No	8	8	8	8	8	0	0	40	
Barry J. Nidorf Juvenile Hall	Skilled Typist		10:00pm-6:30am	Full	$11.84	No	8	8	8	8	8	0	0	40	
Barry J. Nidorf Juvenile Hall	Skilled Typist		10:00pm-6:30am	Full	$11.84	No	8	8	8	8	8	0	0	40	
Barry J. Nidorf Juvenile Hall	Skilled Typist		10:00pm-6:30am	Full	$11.84	No	0	0	8	8	8	8	8	40	
Barry J. Nidorf Juvenile Hall	Skilled Typist		10:00pm-6:30am	Full	$11.84	No	0	0	8	8	8	8	8	40	
Barry J. Nidorf Juvenile Hall	Skilled Typist	2	7:00am-4:30pm	Full	$11.84	No	0	8	8	8	8	8	0	40	

PROPOSER'S EEO CERTIFICATION

AppleOne Employment Services

Company Name

1999 W. 190th Street. Torrance, CA 90504

Address

95-2850864

Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature

3-12-14

Date

Richard Wilke, Regional Vice President

Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT MANAGER:

Name: Tasha Howard
Title: Director
Address: 9150 Imperial Highway, Downey, California 90242
Telephone: 562-940-2728 Facsimile: 562-658-2307
E-Mail Address: Latasha.howard@probation.lacounty.gov

COUNTY PROGRAM MANAGER:

Name: Joseph Laschi
Title: Services Director
Address: 16350 Filbert Street, Sylmar, California 91342
Telephone: 818-364-2011 Facsimile: 818-362-7260
E-Mail Address: Joe.laschi@probation.lacounty.gov

COUNTY CONTRACT MONITOR:

Name: Sandra Torres
Title: Supervising Program Analyst
Address: 7639 South Painter Avenue, Whittier, California 90602
Telephone: 562-907-3004 Facsimile: 562-464-2831
E-Mail Address: Sandra.torres@probation.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: AppleOne Employment Services

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Monica Rivas
Title: Recruiter/Project Manager
Address: 18538 Hawthorne Blvd.
Torrance, CA 90504
Telephone: (310) 370-0708
Facsimile: (310) 370-7087
E-Mail Address: mrivas@appleone.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Richard Wilke
Title: Regional Vice President
Address: 3900 Kilroy Airport, Suite 180
Long Beach, CA 90806
Telephone: (562) 637-1001
Facsimile: (562) 637-1017
E-Mail Address: rwilke@appleone.com

Name: Linda Madigan
Title: Vice President, Operations & Government Solutions
Address: 1999 W. 190th Street
Torrance, CA 90504
Telephone: (310) 750-3400
Facsimile: (310) 750-1111
E-Mail Address: lmadigan@appleone.com

Notices to Contractor shall be sent to the following:

Name: Richard Wilke
Title: Regional Vice President
Address: 3900 Kilroy Airport Way, Suite 180
Long Beach, CA 90806
Telephone: (562) 637-1001
Facsimile: (562) 637-1017
E-Mail Address: rwilke@appleone.com

EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that AppleOne Employment Services is my sole employer for purposes of this employment.

I rely exclusively upon AppleOne Employment Services for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

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

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer AppleOne Employment Services and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: _____

DATE: 3-12-14

NAME: Richard Wike
Print

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

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

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME AppleOne Employment Services Contract No._____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: 3/12/14

PRINTED NAME: Richard Wilke

POSITION: Regional Vice President

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name AppleOne Employment Services Contract No._____

Employee Name Richard Wilke

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: 3 / 12 / 14

PRINTED NAME: Richard Wilke

POSITION: Regional Vice President

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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.

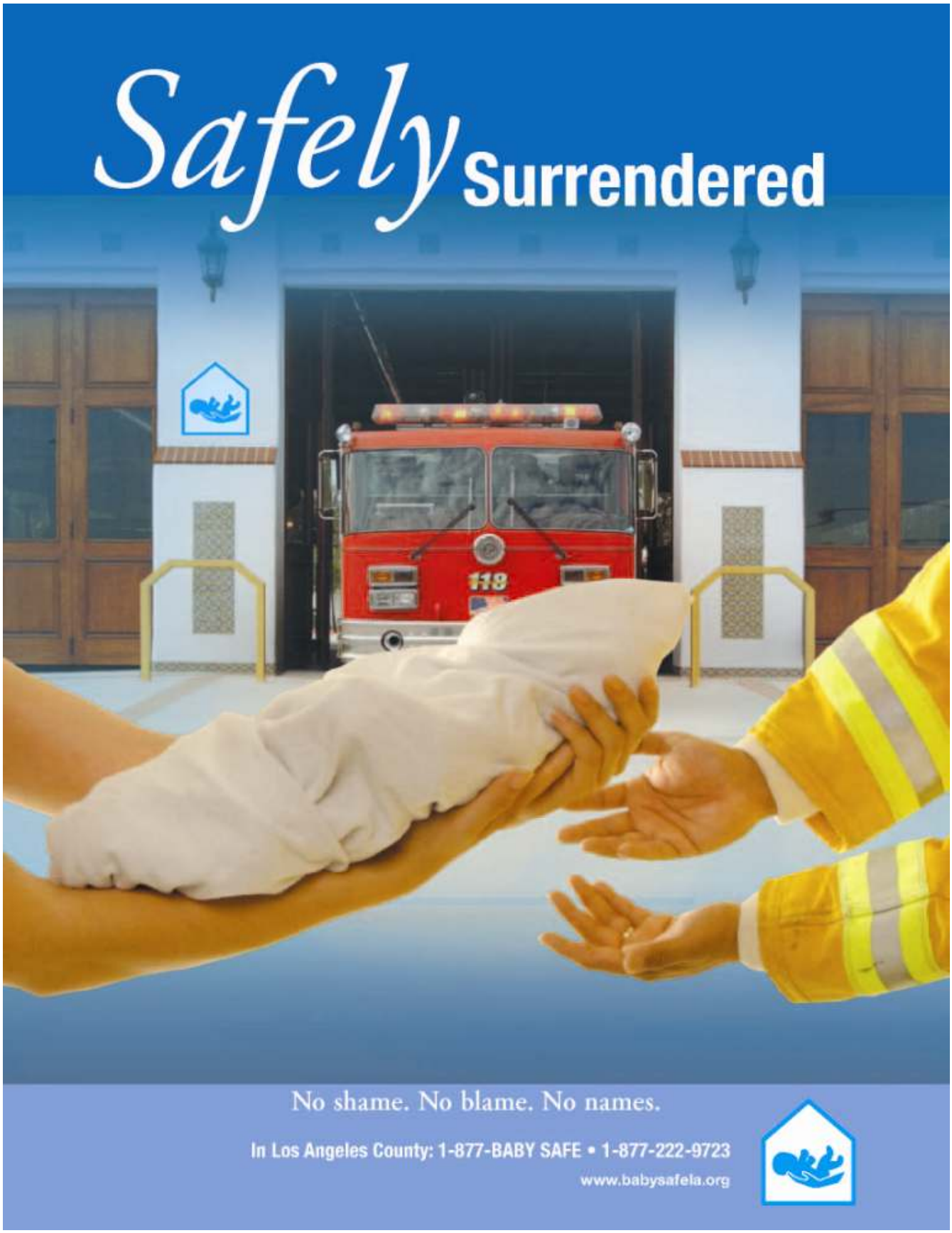
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.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

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:www.babysafela.org


Safely Surrendered
118
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?

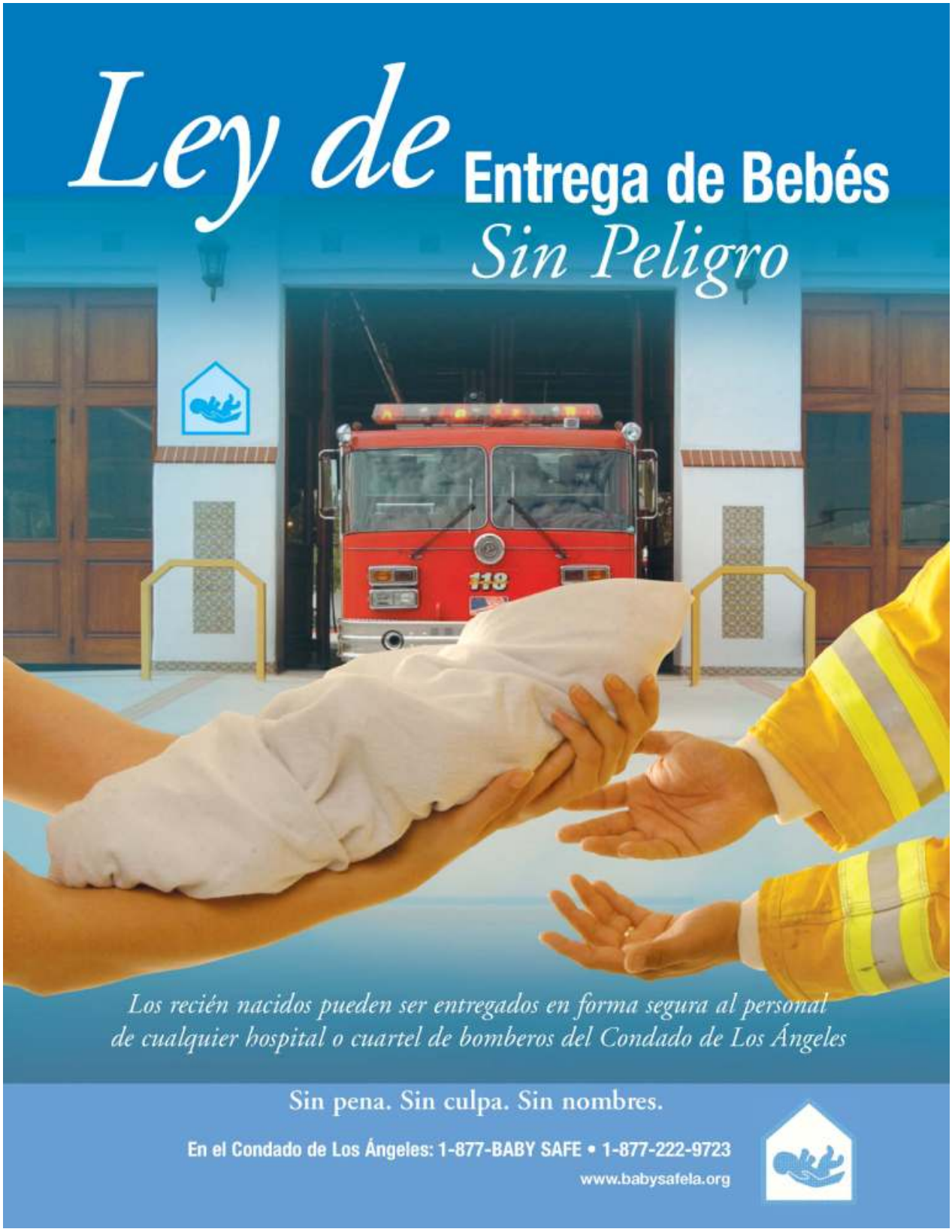
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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.

Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.
2.201.020 Definitions.
2.201.030 Prospective effect.
2.201.040 Payment of living wage.
2.201.050 Other provisions.
2.201.060 Employer retaliation prohibited.
2.201.070 Employee retention rights.
2.201.080 Enforcement and remedies.
2.201.090 Exceptions.
2.201.100 Severability.

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.

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 Executive Officer and the internal services department shall be responsible for the administration of this chapter. The Chief Executive Officer and the internal services department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the internal services department 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.

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 Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive 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. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

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

2.201.070 Employee retention rights.

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

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

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

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

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

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

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

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

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

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

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

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

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

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

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

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

2.201.090 Exceptions.

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

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

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

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

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

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

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

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

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

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

2.201.100 Severability.

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

EXHIBIT K

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

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

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

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period 1	2	3	4	5	(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate $ Health Benefits Paid (16+18)
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	**Total** (This Page)	0	0	0	0	0	0		0		0	0
Print Authorized Name:	**Grand Total** (All Pages)											

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

Contract- Exhibit K (Clerical Services- BJNJH)

Revised: January 2012

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, Richard Wilke, Regional Vice President
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by AppleOne Employment Services on the _____;
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____,and
(Month and Year) (Calendar day of Month)
ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of AppleOne Employment Services.
(Company Name)
from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly, 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 Richard Wilke, Regional Vice President	Owner or Company Representative Signature: Date: 3-12-14
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 CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.	

EXHIBITS M-O

INTENTIONALLY OMITTED

COUNTY OF LOS ANGELES/PROBATION DEPARTMENT
PROFESSIONAL STANDARDS DIVISION
9150 East Imperial Hwy., Downey, CA 90242

BACKGROUND REQUEST FORM
Fax: (562) 803-4558

Requesting Agency: _____

Agency Address: _____

City and Zip Code: _____

Agency Contact Person: _____

Telephone No.: _____

Fax No.: _____

Lead Agency (if different) _____

	Completed by Requesting Agency				Completed by Background Unit	
	Applicant's Name	Applicant's Position	Contact number	Available Dates & Times	Appointment Date	Appointment Time
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Instructions to Applicants:
1. Prior to the background interview, please complete the application in black ink or typed.
2. Please bring a valid photo identification (Example: CA Driver's License, CA Identification Card)

Title 5 PERSONNEL
CHAPTER 5.09.010 THROUGH 5.09.030
SEXUAL HARASSMENT POLICY

5.09.010 Sexual harassment prohibited.

Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. It is the policy of the county of Los Angeles that sexual harassment is unacceptable and will not be tolerated. It is improper and against this policy for a county officer or employee to ask for or receive sexual favors from another county employee or prospective employee in return for or as a condition of county employment, promotion, job retention, a particular job or duty assignment, or any other action relating to county employment. It shall be the policy of the county of Los Angeles to:

A. Dissuade such practices through communication, training and other appropriate methods that will sensitize employees and all persons involved with the county work force concerning sexual harassment issues;

B. Investigate all observed or reported instances of sexual harassment, and take appropriate corrective action, including disciplinary action, when warranted;

C. Provide an internal complaint process for employees who experience or witness a violation of the sexual harassment policy which will protect employee confidentiality to the extent legally permissible, shield the individual from retaliation, and allow for appropriate corrective action. (Ord. 94-0074 § 2 (part), 1994.)

5.09.020 Sexual harassment defined.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

A. Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or

B. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or

C. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment. (Ord. 94-0074 § 2 (part), 1994.)

5.09.030 Responsibilities of county personnel.

A. County employees: All county employees are responsible for assuring that sexual harassment does not occur in the Los Angeles County work environment. Any employee who believes that she or he has been the object of or has been affected by sexual harassment in county work situations, or who is aware of an occurrence of sexual harassment, should report any such action or incidents to his or her

supervisors, department head, departmental affirmative action coordinator or the county's affirmative action compliance officer so that the matter can be promptly investigated and appropriate corrective action considered.

B. Department heads: Each department head shall be responsible for promoting a work environment free from sexual harassment in his or her department. Each department head shall personally acknowledge his or her commitment to the county's sexual harassment policy by assuring that:

1. The county's sexual harassment policy is disseminated to every employee in the department;

2. All managers and supervisory personnel are held accountable for complying with the county's sexual harassment policy; and

3. A process for promptly responding to and resolving sexual harassment complaints within the department is in place and is communicated to all employees.

C. Managers and supervisory personnel: Managers and supervisory personnel are responsible for the prevention and correction of sexual harassment occurrences in their areas of responsibility. Managers and supervisory personnel at all levels are responsible for:

1. Ensuring that all employees in their areas of responsibility are aware of the county's sexual harassment policy;

2. Ensuring that all personnel decisions are made in accordance with this policy; and

3. Implementing and/or recommending immediate and appropriate corrective action when warranted.

D. Office of Affirmative Action Compliance (OAAC): The OAAC is responsible for the following:

1. Educating managers, supervisors and employees, and informing them of their rights and responsibilities under the county's sexual harassment policy;

2. Developing processes for conducting investigations of alleged violations and advising management on corrective actions when such actions appear to be warranted;

3. Investigating employee complaints of sexual harassment when filed with the OAAC;

4. Responding to charges of sexual harassment filed by county employees with state and federal enforcement agencies; and

Title 5 PERSONNEL
CHAPTER 5.09.010 THROUGH 5.09.030
SEXUAL HARASSMENT POLICY

5. Investigating, at the request of a department head, employee complaints of sexual harassment or complaints of other types of employment discrimination, harassment or related misconduct prohibited by federal or state law, or County ordinance, policy, or departmental regulation. (Ord. 2003-0040 § 1, 2003: Ord. 94-0074 § 2 (part), 1994.)

Title 5 PERSONNEL
Chapter 5.09.010 through 5.09.030
SEXUAL HARASSMENT POLICY

A copy of this completed document must be forwarded to the Los Angeles COUNTY Probation Department Contract Manager within five (5) business days of start of employment. All staff assigned/working under the Contract must complete a Sexual Harassment/Discrimination/Retaliation Prohibited form. Please forward a copy as follows:

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

Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment

The County of Los Angeles has a policy that sexual harassment is unacceptable and will not be tolerated. In addition, the County of Los Angeles has a policy that individuals should be educated and informed of their rights and responsibilities. Based upon the existence of a Contract, all Contractors' employees assigned under the Contract shall receive sexual harassment training and be familiar with policies and reporting procedures. Such training shall be provided by the CONTRACTOR and shall include the following at a minimum:

1. Definition of Sexual Harassment
2. Definition of Discrimination
3. Definition of Retaliation
4. Their Rights
5. Their Responsibilities
6. Procedure for Reporting Discrimination/Harassment/Retaliation with the Contractor
7. Procedure for Filing a Complaint of Discrimination/Harassment/Retaliation with the Contractor

I have read and understand that as an employee of AppleOne Employment Services assigned under the Contract that I **must** receive the above referenced training. I Richard Wilke hereby confirm that I have received such training and information on June 28th, 2013.

NAME (PRINT): Richard Wilke	
POSITION: Regional Vice President	
SIGNATURE:	DATE: 3-12-14

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

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:
A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

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

2.206.060 Exclusions/Exemptions.

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

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

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

Company Name: AppleOne Employment Services		
Company Address: 1999 W. 190th Street		
City: Torrance	State: CA	Zip Code: 90504
Telephone Number: (310) 750-3400	Email address:	
Solicitation/Contract For Clerical Services:		

The Proposer/Bidder/Contractor certifies that:

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

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

The Proposer/Bidder/Contractor agrees to comply with the COUNTY'S Defaulted Property Tax Reduction Program during the term of any awarded Contract.

- OR -

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

_____

_____

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

Print Name: Richard Wilke	Title: Regional Vice President
Signature: [signature]	Date: 3-12-14

Date: 3-12-14

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of COUNTY Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:_____

_____

_____

_____ _____

Signature of COUNTY Representative Date

COUNTY ACTIONS:_____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

COUNTY Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of AppleOne Employment Services, during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any AppleOne Employment Services employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Richard Wilke

Name (Print)

Classification

3-12-14

Date

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

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

REQUIRED SERVICES	STANDARD	MAXIMUM ALLOWABLE DEVIATION (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FROM CONTRACT PRICE FOR EXCEEDING AQL
Overall compliance with Statement of Work (SOW), Scope of Work. (Appendix B, 1.0)	100% Adhere to County requirements	5%	-User complaints -Random Inspections -Information from CONTRACTOR Reports	Up to $100 per occurrence
Overall compliance with Statement of Work (SOW), Specific Tasks. (Appendix B, 2.0)	100% Adhere to County requirements	5%	-User complaints -Random Inspections -Random Samplings -Information from CONTRACTOR Reports	Up to $100 per occurrence
Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the contract are met. (Appendix B, 3.0)	100% Adhere to County requirements	0%	-User complaints -Random Inspections -Random and/or judgmental samplings	Up to $100 per occurrence
Personnel assigned to provide service under this contract shall be fingerprinted prior to employment. (Appendix A, 7.4.1)	100% Adhere to County requirements	0%	-User complaints -Random Inspections	Up to $100 per employee per occurrence
No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously. (Appendix A, 7.4.2)	100% Adhere to County requirements	0%	-User complaints -Random Inspections	Up to $100 per employee per occurrence
Contractor shall reimburse County for record check. (Appendix A, 7.4.6)	100% Adhere to County requirements	0%	-User complaints -Random Inspections	Up to $100 per employee per occurrence
Contractor in compliance with Standard Terms and Conditions. (Appendix A, 8.0)	100% Adhere to County requirements	0%	-User complaints -Random Inspections -Random and/or judgmental samplings	Up to $50 per occurrence

JOB DESCRIPTION

Skilled Typist Definition: Does skilled typing on a computer and performs specialized clerical work.

Example of Duties:

Keeps records of minors admitted, released, and transferred to and from Barry J. Nidorf Juvenile Hall.

Prepares Kardex cards.

Answers telephone inquiries and provides directions to the public.

Operates office machines such as computer terminals, printers, photocopy machine, calculators, personal computers, and facsimile machines.

Processes visits according to established procedures.

Processes court documents.

Update, correct, and distribute population sheets.

Compile and type reports.

Prepare and maintain files on detained minors which includes filing, storing, and retrieving records.

Minimum Requirements

See typical Duty Statement, Exhibit W

Typing Rate: **Forty (40) net words per minute.**

One year office clerical experience involving a typewriter or a certificate or Associate of Arts degree in clerical procedures or office administration from an accredited college.

DUTY STATEMENT

This exhibit provides typical samples of specific tasks which a clerk will be required to learn and perform within established standards. The actual duty statement will vary depending upon shifts and days.

Job Function: Admissions Receptionist

Processes New Admissions

- Record Admissions on Admit Sheet Log. Process Running Pop, Master Pop and Admit List
- Enter minors name and personal history in computer.
- Generate a computerized Kardex on computer printer and distribute copies of Kardex printout to specified offices
- File Kardex printout into Kardex files
- Set up Admission Log Book for daily posting
- Make weekly check to assure Kardex card is available for each minor
- Answer telephones on inquiries – access computer and Kardex card for information.
- Process Detaining Orders and All Court Documents
- Put court dates, disposition, area office, any/all updated information into computer
- Process letters to parents

Miscellaneous assigned tasks

Job Function: **Release Receptionist**

Process Releases

- Pull release document
- Check and record ID of parent or person minor will be released to
- Call Unit, Property Room
- Record release in Release Book
- Post release in Release Book
- Process transfers

DUTY STATEMENT

- Close Release Book at end of shift
- Give directions to the public
- Answer telephone or public inquiries – accessing computer and/or Kardex printout for information
- Back up Admission Clerk

Filing

Miscellaneous tasks, as needed

Job Function: **Recordkeeping (Computer Room)**

Process custody sheets

- Match custody sheets with detaining orders to check for errors
- Distribute copies of custody sheets
- Put court dispositions into computer
- Process court documents (detaining orders)
- Put court dates into computer
- File detaining orders
- Distribute population sheets
- Balance population sheets
- Make population sheet corrections
- Make over detained list
- Pull Kardex and detaining order and send to file room
- Update computer – location of minor

Job Function: **Lobby Personnel**

- Process Visitations
- Check Visitor's I.D
- Maintain sign in log
- Make Juvenile Hall pass

DUTY STATEMENT

- Notify visiting unit of visit
- Answer telephone
- Other assigned tasks

Job Function: **File Room**

- Pick-up file room work from other sections and distribute to appropriate desk
- Complete terminal search for JAIN (Juvenile Automated Information Number)
- Pull behavior chart from file and send to unit (if readmit)
- Pull file folders from active files
- File papers and behavior charts in file folder
- Send released papers to storage
- Make record searches in response to telephone or special inquiries
- Process records for sealing
- Prepare records for storage and destruction

Job Function: Personnel Office:

Monthly staffing report

  - Calculate by day number of staff worked, pop
  - Calculate by week total from each day giving + or –
  - Director's copies

- Thirty (30) Days Absence Report
  - ✓ Any staff out for medical, Industrial Injury 30 days or more are placed on this sheet
  - ✓ Distribute to Superintendent and Directors, Return to Work Unit and Superintendent

Evaluations

- Type face sheet
- Make copies of Master cards for the current year and previous year
- Pull personnel files.
- Distribute file(s) and master card(s) to their Director

DUTY STATEMENT

- Receive completed evaluation check, sign, and distribute Pay Stubs
- Check to make sure there is a check stub for each staff member
- Distribute to staff, who sign for stubs
- Parking Stickers

Filing

- File all paperwork in staff personnel files

Industrial Injury

- Make sure supervisor(s) fills out forms correctly
- Make copies – 1 – copy to each supervisor, for medical file
- Send originals to the Return to Work Unit in Downey

Mail

- Distribute all mail received from Headquarters
- Personnel Action Request (PARS)
- Type forms
- Distribute (to Downey Headquarters)
- Get signature from Superintendent

Job Function: **Work Order Clerk**

- .. Upon receiving a Work Order request, the MSB Work Order Clerk shall enter the request into the Work Order Tracking log and contact ISD by phone or fax to report the repair.

- .. On a daily basis, the Work Order Clerk shall review the log to determine which Work Order requests have not been accomplished.

- .. Fulfilled Work Orders shall be verified by the Work Order Clerk by entering the living unit and ensuring repairs have been completed. If it's discovered that Work Order requests have not

DUTY STATEMENT

been accomplished, the Work Order Clerk shall follow up with a telephone call to ISD and inquire as to the date the repair will be made and note their discussion in the log.

- The Work Order Clerk shall process all “Emergency” repair requests immediately. The status of these emergency requests for service will be monitored intently until completion

PROBATION DEPARTMENT 2013-14 **Attachment II**

Prop A Review - Clerical Services for Barry J. Nidorf Juvenile Hall

Comparison of County's Estimated Avoidable Costs to Contractor's Costs

COUNTY COSTS

Direct Costs

Salaries -

Classification	2012-13 Max Salary	No. of Positions	No. of Months	Total
Intermediate Typist-Clerk	3,110.09	16.00	192	597,137.00
			-	-
			-	-
			-	-
			-	-
			-	-

Subtotal		597,137.00
Add: Cost of Living Adjustment (COLA)	(1)	-
Add: Night Shift Differential Bonus		5,295.00
Less: MAPP	(2)	-
Less: 5th Step Salary Savings	(3)	(9,124.25)
Total Direct Salaries		593,307.75
Employee Benefits	(4)	259,180.56
Total Salaries & Employee Benefits		852,488.30
Services & Supplies	(5)	720.00
Indirect Costs (Overhead and Supervision)	(6)	61,470.72
Total Estimated Avoidable Costs		914,679.02

CONTRACTING COSTS

Direct Costs

Contract costs	480,325.83
Indirect Costs	61,470.72
Total Contract Costs (Direct plus Indirect)	541,796.55
Estimated Savings from Contracting (Avoidable Costs less Contract Costs)	372,882.47
Percent of Savings	40.77%

appleone

SUMMARY OF BENEFITS

AppleOne offers extensive benefit options to both our permanent staff and temporary employees. Supportive documentation is provided where possible.

STAFF BENEFITS

AppleOne full-time staff members are offered the following benefits options.

HEALTH, DENTAL, AND VISION INSURANCE SUMMARY

Staff employees may choose between Blue Cross HMO[1], Blue Cross High PPO, Blue Cross Low PPO, and Kaiser Permanente HMO[1]. Dental insurance carrier options for staff include Aetna DMO and Principal Dental PDP. Vision care is offered through Anthem Blue Cross (Anthem Vision).

FAMILY / PARENTAL LEAVE

AppleOne fully complies with the Family Medical Leave Act (FMLA.). Employees who work for a company with 50 or more employees and have worked for that Company for at least twelve (12) months and at least 1250 work hours during the previous 12 month period before the date of leave is to begin, are eligible under Family Medical Leave Act (FMLA.) to take up to a maximum of 12 work weeks (60 days) of unpaid family/medical leave within a 12 month period. AppleOne complies with all Federal and State laws regarding leave.

SCHOOL ACTIVITIES LEAVE[1]

In addition to FMLA, also fully complies with the State of California Labor Code Section 230.8, School Activities Leave. Employees who are a parent, guardian, or grandparent having custody, of one or more children in kindergarten or grades 1 to 12, or attending a licensed child day care facility, may take off up to 40 hours each year to participate in activities of the school or licensed child day care facility of any of his or her children.

EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program, offered through Ann Clark Associates offers confidential and professional counseling and referral service for AppleOne employees and their family members. Please refer to the attached brochure.

CREDIT UNION

AppleOne employees may join the Financial Partners Credit Union (http://www.fpcu.org). This includes the option for automatic paycheck deposit. Additional information is provided in the attached related brochures.

CHILD CARE / EFLEX

EFlex (http://www.eflex.com) is a third party administrator providing superior services in Flexible Spending Accounts (FSA), Transit and Parking (T&P)[2], Health Reimbursement Arrangements (HRA), Premium Only Plans (POP)[3], COBRA, Premium and Eligibility (Online Enrollment and Eligibility)[2] and Employee Communications (Benefit Statements). This includes dependant day care expenses. Please refer to the attached related Spending Account Claim Form.

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[1] State of California only
[2] City of San Francisco, CA only
[3] State of Massachusetts only

appleone

401(K) RETIREMENT SAVINGS PLAN

AppleOne offers a 401(k) Retirement Savings Plan through MassMutual Financial Group. This plan provides employees the opportunity to save money, pay less in taxes and earn money for their future. AppleOne's personnel are eligible for the plan after completing three (3) months of service. Personnel may elect to contribute (defer) from 1% to 50% of their compensation through pre-tax payroll deductions, up to an annual limit set by the IRS. Please refer to the attached brochure.

TEMPORARY EMPLOYEE BENEFITS

AppleOne Employment Services offers a wide range of benefits to those temporary personnel who are actively working. These plans offer a robust hospital benefit, as well as additional wellness benefit options, at comparably lower rates. Affordable group benefits include medical, dental, accident and life insurance coverage. Offering benefits in this fashion also helps to further ensure co-employment prevention.

Currently, the following two (2) types of coverages are offered:

1. **Basic Limited Coverage.** All temporary associates and contractors are automatically eligible to enroll in our limited individual benefit program offered by Benefit*Protect*. This non-catastrophic coverage is 100% employee-funded and issued on a guarantee issue basis through Allstate (with a Vision rider). Dental and Life options are also available. This plan is payroll deducted and is designed to provide affordable minimal basic coverage for associates, at no cost to our clients.
2. **Expanded Limited Coverage.** Since Basic Limited Coverage may not meet the needs of all associates and contractors, a more inclusive limited medical coverage program through Benefit*Protect* is available upon client's request. Like the Basic Limited Coverage, this program is guarantee issue and 100% employee-funded, with Dental and Vision available. This plan requires five (5) individuals to underwrite this policy.

A overviews of these benefits options, including representative rates, are provided on the following page. The Benefit*Protect* Plan levels and/or Choice 1: Basic Limited Coverage are adjusted on a regular basis and the information is provided directly to the Temporary Associate by our Third Party Administrator, Benefit*Protect*.

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CHOICE 1: BASIC LIMITED COVERAGE

100% employee funded – no cost to client

MEDICAL SERVICES:	Benefit*Protect* (BASE PLAN)	Benefit*Protect* (ENHANCED PLAN)
Coverage Type	Non catastrophic coverage. Benefits can be assigned so physician or hospital files claim and policy holder is balance billed for their portion of the bill.	Non catastrophic coverage. Benefits can be assigned so physician or hospital files claim and policy holder is balance billed for their portion of the bill.
Enrollment Timelines	Open Year Round	Open Year Round
Outpatient Annual Basic Medical Benefit	No Overall Annual Maximum	No Overall Annual Maximum
Annual Deductible	None	None
Co-Insurance	None	None
Doctor Visit Co-Pay	None (See Below)	None (See Below)
Physician Office or Outpatient treatment	100% up to $75 per visit. (5 per year, per category: 10 visit maximum for employee and spouse and employee and child,15 visits maximum for family)	100% up to $100 per visit. (5 per year, per category: 10 visit maximum for employee and spouse and employee and child,15 visits maximum for family)
Vision	No additional cost. Provides discounts for exams and services	No additional cost. Provides discounts for exams and services
Network Options	Network discounts are applied to all charges when policy holder goes to a network physician or facility. The claim can be submitted to the carrier with the network discount applied. If policy holder does not go to a network doctor or facility the claim is still paid the same amount but the charge is not discounted first.	Network discounts are applied to all charges when policy holder goes to a network physician or facility. The claim can be submitted to the carrier with the network discount applied. If policy holder does not go to a network doctor or facility the claim is still paid the same amount but the charge is not discounted first.
Annual Wellness Benefit	100% up to $100 per year	100% up to $150 per year
Inpatient Room and Board & Misc. Hospital Benefit Including Doctor Visit Maximum	100% up to $200 per day $36,000 Annual Benefit Maximum (Includes Room & Board included in First Hospital Admission Rider, Daily in Hospital Benefit Rider and Hospital Indemnity Rider) Up to 180 days	100% up to $300 per day $54,000 Annual Benefit Maximum (Includes Room & Board included in First Hospital Admission Rider, Daily in Hospital Benefit Rider and Hospital Indemnity Rider) Up to 180 days
First Hospital Admission Rider	100% up to $500 paid for first hospital confinement (per diagnosis per year)	100% up to $750 paid for first hospital confinement
Hospital Stay Add'l Admission Rider	See above	See above
Intensive Care Unit Benefit	100% up to $200/day Up to 60 days ($12,000 maximum)	100% up to $300/day Up to 60 days ($18,000 maximum)
Surgical and Anesthesia Benefits	Pays the actual expenses incurred up to the Maximum Rider Benefit if an insured Person requires Surgery due to a Covered Injury or Sickness (Up to $1,500 for Surgery and $375 for Anesthesia)	Pays the actual expenses incurred up to the Maximum Rider Benefit if an insured Person requires Surgery due to a Covered Injury or Sickness (Up to $3,000 for Surgery and $750 for Anesthesia)
Inpatient Doctor Visits	100% up to $75 per day during hospital confinement	100% up to $150 per day during hospital confinement
X-Ray/Diagnostic/Wellness Testing	100% up to $50 per test (Maximum of 3 per year)	100% up to $75 per test (Maximum of 3 per year)
Emergency Room Visit (Non-Emergency : Includes Illness visits)	100% up to $150	100% up to $150
Emergency Accident	100% up to $750 per occurrence (Limited to 2 occurrences per year)	100% up to $1,000 per occurrence (Limited to 2 occurrences per year)
Home Health	100% up to $150 per day for home healthcare provided by a licensed home health agency	100% up to $200 per day for home healthcare provided by a licensed home health agency

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CHOICE 1: BASIC LIMITED COVERAGE

100% employee funded – no cost to client

MEDICAL SERVICES:	BenefitProtect (BASE PLAN)	BenefitProtect (ENHANCED PLAN)
Ambulance Benefit	$450 per trip (Limit 3 round trips per year)	$450 per trip (Limit 3 round trips per year)
Prescription Drug Benefit Rider	Plan pays $10 per script, 12 scripts per year	Plan pays $20 per script, 12 scripts per year (24 script max for employee and spouse or family and child) (36 prescription maximum for family)
Prescription Drug Buy-Up Option	See Plan Rx Below	See Plan Rx Below
Coordination of Benefit and Network	Included, counselors can be reached at 888-892-8507	Included, counselors can be reached at 888-892-8507
Medical Financing on Large Bills	Included, counselors can be reached at 888-892-8508	Included, counselors can be reached at 888-892-8508
MONTHLY COST:	**BenefitProtect ****	**BenefitProtect ****
Employee	$88.99	$139.30
Employee & Spouse	$176.39	$259.41
Employee & Children	$168.98	$242.65
Family	$241.90	$359.06

** *Rates are based on employees ages 36 - 49. Actual rates for individuals younger than 36 are much lower. Rates for individuals over 49 are higher.*

PlanRx CoPay

Temporary associates and their families can enjoy a prescription program that will save money on virtually every prescription medication they may need. The plan offers the following benefits:

- Generic $10 Co Pay for 30 day supply*
- Brand $50 Co Pay for 30 day supply**
- No age limits
- No health restrictions
- No reimbursement procedures
- Use immediately upon receipt of card
- Individual and family options
  - Generic $10 Co Pay available at our network of 54,000 pharmacies
  - Generic retail limits $300 per individual/quarter or $600 per family/quarter

** Brand $50 Co pay available through mail order only no limitations (see formulary)

NOTE: Benefits plans are subject to change with advance notice for reasons including but not limited to the impending health care reform, in which case, rates will change accordingly, with advance notice to our clients

applone

CHOICE 2: EXPANDED LIMITED COVERAGE

100% employee funded – no cost to client

MEDICAL SERVICES:	Benefit*Protect*	Benefit*Protect*
Coverage Type	Limited Medical Plan	Limited Medical Plan
Enrollment Timelines	Open Year Round	Open Year Round
Outpatient Annual Basic Medical Benefit	No Overall Annual Maximum	No Overall Annual Maximum
Annual Deductible	None	None
Co-Insurance	None	None
Doctor Visit Co-Pay	None (See Below)	None (See Below)
Physician Office or Outpatient treatment	100% up to $100 per visit. (10 visit maximum per insured)	100% up to $100 per visit. (10 visit maximum per insured)
Vision	No additional cost. Provides discounts for exams and services	No additional cost. Provides discounts for exams and services
Network Options	Network discounts are applied to all charges when policy holder goes to a network physician or facility. The claim can be submitted to the carrier with the network discount applied. If policy holder does not go to a network doctor or facility the claim is still paid the same amount but the charge is not discounted first.	Network discounts are applied to all charges when policy holder goes to a network physician or facility. The claim can be submitted to the carrier with the network discount applied. If policy holder does not go to a network doctor or facility the claim is still paid the same amount but the charge is not discounted first.
Annual Wellness Benefit	1 visit per year per insured over 2 years of age; 4 visits per year of children 0-12 months and 2 visits per year for m children 12.-24 months	1 visit per year per insured over 2 years of age; 4 visits per year of children 0-12 months and 2 visits per year for m children 12.-24 months
Inpatient Room and Board & Misc. Hospital Benefit Including Doctor Visit Maximum	100% up to $500 per day, maximum of 30 days per confinement (No limit to number of confinements per year)	100% up to $750 per day, maximum of 30 days per confinement (No limit to number of confinements allowed per year)
First Hospital Admission Rider	Not available	Not available
Hospital Stay Add'l Admission Rider	Not available	Not available
Intensive Care Unit Benefit	See above Inpatient Room and Board	See above Inpatient Room and Board
Surgical and Anesthesia Benefits	Up to $4,000 per surgery by surgical schedule. Pay additional 20% of surgical amount for anesthesia	Up to $5,000 per surgery by surgical schedule. Pay additional 20% of surgical amount for anesthesia
Inpatient Doctor Visits	$100 up to $500 per day during hospital confinement	$100 up to $750 per day during hospital confinement
X-Ray/Diagnostic/ Wellness Testing	100% up to $300 per day, 4 day maximum	100% up to $300 per day, 4 day maximum
Emergency Room Visit (Non-Emergency : Includes Illness visits)	$200 per visit, 4 visits per year	$200 per visit, 4 visits per year
Emergency Accident	100% up to $1,000 per occurrence (limited to 5 occurrences per calendar year	100% up to $1,500 per occurrence (limited to 5 occurrences per calendar year
Home Health	$300 per day for skilled nursing, 60 days per year, 0 day elimination period	$450 per day for skilled nursing, 60 days per year, 0 day elimination period
Ambulance Benefit	$350 per trip, 3 trips per year, 6 trips per lifetime	$350 per trip, 3 trips per year, 6 trips per lifetime
Prescription Drug Benefit Rider	Plan pays $50 per script, 12 scripts per year	Plan pays $50 per script, 12 scripts per year
Prescription Drug Buy-Up Option	Not available	Not available
Coordination of Benefit and Network	Does not coordinate with other insurance	Does not coordinate with other insurance

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CHOICE 2: EXPANDED LIMITED COVERAGE
100% employee funded – no cost to client

MEDICAL SERVICES:	BenefitProtect	BenefitProtect
Medical Financing on Large Bills	Not Specified	Not Specified
MONTHLY COST:	**BenefitProtect Life Plan 1**	**BenefitProtect Life Plan 2**
Employee	$197.21	$226.42
Employee & Spouse	$348.49	$403.35
Employee & Children	$347.58	$395.98
Family	$500.24	$574.56

Insured and Non-Insured benefits include:

- Group Term Life Insurance with Accidental Death and Dismemberment Rider (AD&D)
- (AD&D not available to dependent children)
- Employee: $10,000
- Spouse: $5,000
- Child(ren): $2,500

TelaDoc:

- TelaDoc is a national network of board certified physicians providing cross coverage consultations 24 hours a day, 365 days a year
- Employee Discount Card Offered by New Benefits
- Provides access to a discount Vision plan, Nurses Hotline, Counseling Services, and discounts on Hearing Aids.

Patient Advocacy Offered by the Karis Group:
Services that provide employees with unparalleled diligence and dedication to find the best solutions for resolving their outstanding medical bills

NOTE: Benefits plans are subject to change with advance notice for reasons including but not limited to the impending health care reform, in which case, rates will change accordingly, with advance notice to our clients

Client Benefits when Temporary Associates Receive Group Benefits

- Studies show that retention increases when temporary associates have access to group benefits.
- We handle all the administration.
- Due to our pool of eligible employees, our quoted benefit premiums may be lower, which benefits our associates and clients.
- The way in which the client pays their cost is simple – either the mark up is adjusted or a flat invoice is provided.

Upon becoming an AppleOne temporary associate, the individual is given information regarding medical, dental, and vision coverage. There are no conditions barring temporary personnel from taking advantage of these benefits after the first payroll period.

401(K) RETIREMENT SAVINGS PLAN

AppleOne offers our temporary personnel a 401(k) Retirement Savings Plan through Mass Mutual Financial Group. This plan provides employees the opportunity to save money, pay less in taxes and earn money for their future. AppleOne's temporary personnel are eligible to enroll in the plan effective the

first of each month. Personnel may elect to contribute (defer) from 1% to 50% of their compensation on a pre-tax limit, up to an annual limit set by the IRS.

DENTAL

AppleOne offers the following dental options to our employees. Monthly rates are shown below:

Covered Party(ies)	Aetna Dental DMO	Principal Dental PDP
Employee	$9.00	$23.50
Employee + 1	$18.00	$44.00
Family	$27.50	$72.50

VISION

In addition to the included vision coverage provided in Choice 1 or Choice 2 benefits packages listed above, employees also have the option to purchase coverage through Blue Anthem Vision. Monthly rates are shown below:

	Blue Anthem Vision	
Employee: $3.50	Employee + 1: $6.00	Family: $9.00

LIFE BENEFITS[4]

AppleOne offers Group Term Life Insurance through Anthem Blue Cross - $10,000 Basic Life/AD&D which automatically comes with medical coverage. The rate varies for supplemental life and is offered by Anthem Blue Cross. First-time enrollees get $200,000 guarantee issue if elected.

LONG-TERM DISABILITY[5]

AppleOne offers long-term disability coverage through MetLife at a cost of $4.19 per month, which automatically is offered if an employee elects group medical coverage.

OTHER BENEFITS

AppleOne offers additional benefits that are extended to staff and contingent workers. These include:

CONTINUING EDUCATION

AppleOne Employment Services can offer numerous educational opportunities including:

- Discounted tuition to CNU (California National University), an accredited, online distance-learning university
- Access to AppleOne's online educational programs, including call center protocols, customer service, self assurance, computer programs, managerial skills
- Access to *ProveIt!*, a customizable, web-based training system containing over 250 applications and evaluations. In addition to candidate assessments, AppleOne utilizes the *ProveIt!* system to provide free tutorials for Microsoft Office applications. These tutorials are available via Internet/Intranet access, providing maximal flexibility to system users.

[4] The supplemental life benefit is an elective and is offered as specified the client.
[5] LTD is available upon request as well as other voluntary benefits.

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Credit Union

Staff and temporary employees may join the Financial Partners Credit Union (http://www.fpcu.org). This includes the option for automatic paycheck deposit.

Office Supplies Discount Program

Apple One staff and temporary employees may participate in an employee discount program offered through Office Depot. Through this program, employees receive the same discounts as Apple One. Once registered through Office Depot, employees may then shop in-store to receive AppleOne's discount prices.

Company Discount, Facilities & Events[1]

Discounts on various attractions and events are offered through Fun Express (http://www.funex.com).

Domestic Partner Benefits

AppleOne utilizes the Clear Benefits web-based employee benefits system (http://www.clear benefits.com). Once any employee elects a domestic partner on Clear Benefits, the system generates a declaration for domestic partners in the print form section as it does for the marriage declaration. A copy of the Clear Benefits Domestic Partner Declaration Form is attached.

CONTRACTING WITH COMMUNITY BUSINESS ENTERPRISES

I. The process used for identifying minority vendors:

The Probation Department used its current bidder's mailing list, which includes contractors listed on the County's "Directory of Minority and Women-Owned Businesses". The solicitation information was placed on the Los Angeles County Office of Small Business Contracting Opportunities website. Advertisements of bid solicitation were placed in the Los Angeles Times, the Lynwood Journal, and a group of ethnic community newspapers published by the Eastern Group Publications.

II. A list of firms from which the Department solicited offers:

The Probation Department's Clerical Services Bidder's list is attached. (Attachment IV-A)

III. On final analysis and consideration of award, AppleOne was selected without regard to sex, religion, race, color, or creed.

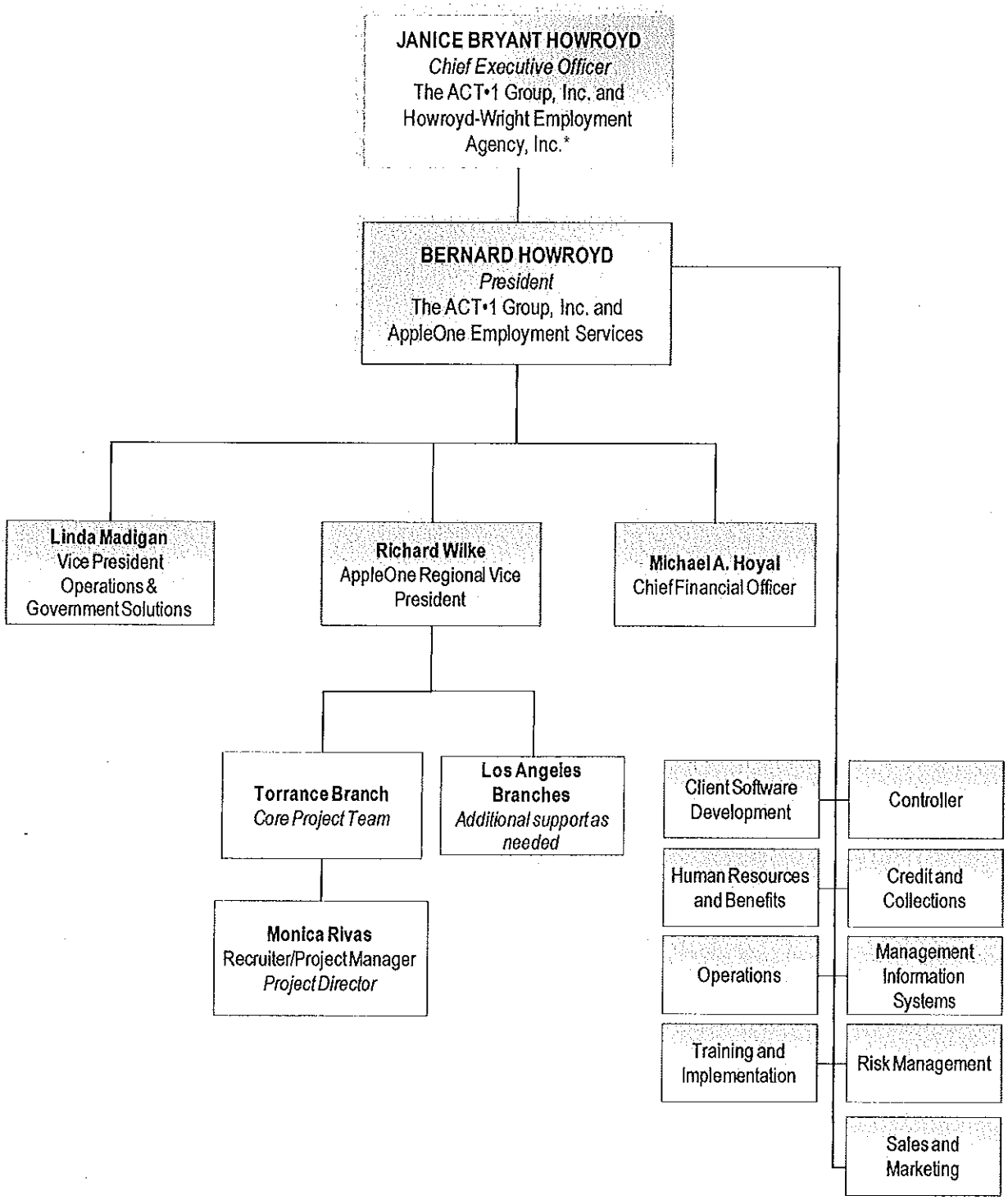
IV. The Organization Information Form for AppleOne is attached as Attachment IV-B

	Agency Name	Agency Address	City	State	Zip Code
1	A.P.R. CONSULTING, INC.	22632 GOLDEN SPRINGS DRIVE, STE. 330	DIAMOND BAR	CA	91765-4180
2	A.P.R. CONSULTING, INC.	3200 El Camino Real, Suite 130	Irvine	CA	92602
3	Accountants Inc.	111 Anza Boulevard, Suite 400	Burlingame	CA	94010
4	Accounts Overload	10990 Wilshire Blvd., 14th Floor	Los Angeles	CA	
5	Act 1 Personnel Services	18520 Hawthorne Blvd.	Torrance	CA	90504
6	Act 1 Personnel Services	18522 Hawthorne Blvd.	Torrance	CA	90504
7	ADECCO	801 N. Brand Blvd., Suite 185	Glendale	CA	91203
8	Alternatives & Solutions, Inc.	4497 Emerald Street	Torrance	CA	90503
9	Apple One - Human Resources Consultant	888 South Figueroa Street, Suite 170	Los Angeles	CA	90017
10	Career Advantage Personnel Service	1215 East Airport Drive, Ste. 125	Ontario	CA	91761
11	Career Strategies	21031 Ventura Blvd., Suite 1005	Woodland	CA	91364
12	Care Now Staffing	1237 South 4th Street	Alhambra	CA	91801
13	Cawley Personnel Services	180 S, Lake Avenue	Pasadena	CA	91101
14	CGF Business Solutions, Inc.	3631 Agnes Ave.	Lynwood	CA	90262
15	Change Lanes	43424 Copeland Circle, Suite A	Lancaster	CA	93535
16	Charlotte Asberry	3530 W. 27th Street	Los Angeles	CA	90018
17	Chrysalis Labor Connection	516 S. Main Street	Los Angeles	CA	90013
18	Compton Chamber of Commerce	205 South Willowbrook	Compton	CA	90220
19	DNICA	5606 Geer Avenue	Los Angeles	CA	90016
20	E. Reider Enterprises	4660 W. Point Loma Blvd.	San Diego	CA	92107
21	Eagle Trancscribing Services	19252 Worchester Lane	Huntington Beach	CA	92627
22	Emerald Agency	6080 Center Drive, 6th Floor	Los Angeles	CA	90045
23	Extra Job Employment Agency	13458 Verdura Avenue	Downey	CA	90242

24	Helpmates-Staffing Services	700 S. Flower St., Suite 410	Los Angeles	CA	90017
25	IDI Personnel Services	3550 Santa Anita Ave., Ste. A	El Monte	CA	91731
26	Jacqueline B. & Associates, Inc.	1010 Cumberland Road	Glendale	CA	91202
27	Jaro's Professional Word Processing Service	3436 West 43rd Street	Los Angeles	CA	90008
28	Jasco Word Processing Services	1904 East San Luis Street	Compton	CA	90220
29	Jean Houston, Fifth Supervisoral District	869 K. Hahn Hall of Administration	Los Angeles	CA	90012
30	Jorema, Inc.	2419 11th Avenue	Los Angeles	CA	90018
31	KIMCO	12070 Telegraph Road, Suite 300	Santa Fe Springs	CA	90670
32	Ladera Career Paths	6820 La Tijera Blvd., Ste. 217	Los Angeles	CA	90670
33	Latino Chamber of Commerce	P.O. Box 173	Compton	CA	90223
34	Lisa Eredia Secretarila Service	14256 Amar Road	La Puente	CA	91746
35	Michael Davis, Second Supervisorial District County of Los Angeles	7807 South Compton Ave.	Los Angeles	CA	90002
36	Micro Tech	2103 Dean Mead Street	Lakewood	CA	90712
37	Minute Man Staffing	6703 Atlantic Avenue	Bell	CA	90201
38	National Personnel Services	2225 Via Fernandez	Palos Verdes Estates	CA	90274
39	National Secretarial Sevice	5214 Yolanda	Tarzana	CA	91356
40	Newpoint Management, LLC	144 Greenbriar Lane	La Puente	CA	91744
41	Overflow Business Services	197 Racquet Club Drive	Compton	CA	90220
42	Personalized Business Services	3982 Degnan Blvd.	Los Angeles	CA	90008
43	Personnel Plus	12052 East Imperial Hwy.	Norwalk	CA	90650
44	Precision Plus Word Processing	131 West Mariposa Street	Altadena	CA	91101
45	Professional Services Group	1170 S. Windsor Blvd.	Los Angeles	CA	90019
46	Progressive Business Services	8613 South Cimarron Street	Los Angeles	CA	90047
47	RCA & Associates	5608 Valley Glen Way	Los Angeles	CA	90043
48	Reliable Admin. Resources	6245 Mulan Street	Corona	CA	92880
49	Right Choice Business Services	5813 Jadette Street	Alto Loma	CA	91737

50	Riley Office & Management Control	115 W. California Ave., #147	Pasadena	CA	91105
51	Roberts & Associates	1227 S. Arlington Avenue	Los Angeles	CA	90010
52	Rose & Kindel Marketing	665 3rd St., Suite 100	San Francisco	CA	94107
53	SEO Transcribing Service	23123 Frisca Drive	Valencia	CA	91355
54	Simpson & Simpson	3600 Wilshire Blvd., Ste.1710	Los Angeles	CA	90010
55	Son Roms Business Services	249 E. 158th Street	Gardena	CA	90248
56	System One	21151 South Western Avenue, Ste 165	Torrance	CA	90501
57	T & R Secretarial Pool	823 East 95th Street	Los Angeles	CA	90002
58	Taylor Dane Personnel Services	336 North Poinsetta Place	Los Angeles	CA	90036
59	Ultimate Staffing Services	55 Southlake	Pasadena	CA	91101
60	The Wentworth Company, Inc.	479 West 6th Street	San Pedro	CA	90731
61	Washington Associates	1207 W. 83rd Street	Los Angeles	CA	90044
62	Word Processing Unlimited	20924 Vanowen St., Suite 200	Canoga Park	CA	91303

AppleOne Organizational Chart



* AppleOne Employment Services is a dba of this corporation.

Bid Information

Bid Number : 6401307
Bid Title : RFP for Clerical Services at Barry J. Nidorf Juvenile Hall
Bid Type : Service
Department : Probation
Commodity : TYPING AND WORD PROCESSING SERVICE
Open Date : 3/8/2013
Closing Date : 4/26/2013 12:00 PM
Notice of Intent to Award : View Detail
Bid Amount : N/A
Bid Download : Available
Bid Description : The County of Los Angeles Probation Department is soliciting proposals from qualified PROPOSERS to provide clerical services at Barry J. Nidorf Juvenile Hall. The CONTRACTOR will provide the most efficient and economical service by providing experienced clerical staff who are qualified skilled typists and will be available for long-term assignments.

A Mandatory Proposer's Conference and Walk-Through is scheduled for Thursday, March 28, 2013 at 11:00 a.m., PT at Barry J. Nidorf Juvenile Hall, 16350 Filbert Street, Sylmar, CA 91342. For a copy of the RFP, which establishes guidelines, criteria, and procedures for proper application and to make reservations for the Mandatory Proposer's Conference and Walk-Through, notify Yvonne Humphrey at (562) 658-4321 by 12:00 p.m., PT, Friday, March 22, 2013. Deadline for submitting a proposal is Friday, April 26, 2013, 12:00 p.m., PT.

Contact Name : Yvonne Humphrey
Contact Phone# : (562) 658-4321
Contact Email : yvonne.humphrey@probation.lacounty.gov
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