



COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR



KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 437
LOS ANGELES, CA 90012

MARK J. SALADINO
TREASURER AND TAX COLLECTOR

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September 30, 2004

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

Dear Supervisors:

RECOMMENDATION TO AWARD CONTRACT FOR TEMPORARY PERSONNEL SERVICES (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached contract (Exhibit I) with PDQ Personnel Services, Inc., for short-term, intermittent temporary personnel services, for a term of one (1) year commencing upon the date of Board approval with annual compensation not to exceed \$448,000;
2. Authorize the Treasurer and Tax Collector (TTC) to execute four (4) one-year renewals and six month-to-month extensions at the option of the TTC;
3. Authorize the TTC or designee to negotiate and execute future amendments to the Contract, after approval as to form by County Counsel, to add and/or change certain terms and conditions in the contract as required by the Board of Supervisors or Chief Administrative Officer.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended contract will provide temporary personnel to help TTC handle several peak workload periods in critical areas of the Department including, but not limited to, the annual tax season. The busiest tax collection days of the year are December 10 and April 10 and during the two-week period just prior to and immediately following these dates when approximately 1.1 to 1.6 million tax payments are received by mail. TTC is also responsible for enforcing collection of taxes on tax defaulted property by public sale of such properties, twice annually in February and August, and disbursement of excess proceeds.

Additionally, TTC is responsible for processing Property Tax Payment Exceptions. A Payment Exception is generated by TTC when there is a discrepancy with a tax payment received and TTC is unable to process and post the payment. The Payment Exception process requires TTC staff to perform an audit and investigation to determine the cause of the discrepancy and the appropriate corrective action to be taken to resolve and post payments expeditiously. The busiest days of the year for handling Payment Exceptions are during the months following the property tax collection annual peak season (i.e., January, February, June, and July).

Due to these seasonal increases in workload and the need to expedite the tax payment processes described above, TTC utilizes temporary staff as a supplement only to services performed by existing personnel for these intermittent, as-needed, and short-term assignments.

The current agreement, which is scheduled to expire on November 15, 2004, provides for the use of temporary personnel on an as-needed basis not to exceed ninety (90) days during TTC's peak workload periods. The proposed Contract with PDQ will provide for continuing temporary personnel services during such peak workloads.

Implementation of Strategic Plan Goals

The approval of this Contract is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. The Contract provides for ongoing contractual temporary personnel services, which supports mandated operations of the TTC.

FISCAL IMPACT

The maximum contract amount for the first year is \$448,000.

FINANCING

Funding is available in the departmental budget for Fiscal Year 2004-2005.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract contains the required contract provisions pertaining to compliance with the County's Child Support Program, Consideration of GAIN/GROW Participants For Employment, Consideration of County Employees Targeted for Layoff/Re-employment List, Jury Service Program, Safely Surrendered Baby Law, and Contractor Notification to County When Contract Is Within 6 Months From Expiration of Term. Additionally, the

Contract contains performance standards, including monetary assurance provisions for substandard and/or non-performance.

The County is authorized under California Government Code Section 31000.4 to obtain temporary help for a period not to exceed ninety (90) days for any single peak load, temporary absence, or emergency situation. This is not a Proposition A contract and therefore is exempt from the Living Wage Program (County Code Chapter 2.201).

The attached contract has been reviewed by CAO Employee Relations and the Department of Human Resources and approved as to form by County Counsel. In addition, SEIU Local 660 was provided a copy of the RFP, which included the Sample Contract, and does not intend to oppose it.

CONTRACTING PROCESS

In accordance with the County's competitive bid process, a Request for Proposals (RFP) was prepared and released to one hundred and sixty-four (164) prospective firms listed in Attachment I, obtained from TTC, the Executive Office of the Board of Supervisors, and the Office of Affirmative Action Compliance Community Business Enterprise Database list of personnel services vendors. In addition, a notice of the RFP was also posted on the Los Angeles County Bid Website. The RFP solicited proposals from qualified temporary staffing agencies for the provision of short-term, intermittent temporary personnel staffing services. Proposals were received from seven firms in response to the RFP: Act-1 Personnel Services, Apple One Employment Services, Helpmates Staffing Services, KForce/OnStaff, Ladera Career Paths, PDQ Personnel Services and Temps On Time. The proposal submitted by Temps On Time did not meet the RFP minimum requirements and was disqualified. The remaining six proposals were evaluated and rated by a committee according to their responsiveness to criteria included in the RFP. Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise statistical information for the six responsive proposals is included in Attachment II.

The proposal submitted by PDQ ranked highest of six proposals evaluated. It met all of the minimum RFP requirements and was complete, detailed, and responsive to the RFP. PDQ's proposed rates for the six (6) different levels of personnel, was the third lowest overall submitted. The proposal clearly demonstrated that PDQ has a good understanding of the scope of work to be performed and the complexity of TTC's service requirements. The proposal clearly described the agency's proposed start-up plan, including the number of qualified, fingerprinted and background checked staff in quantities in excess of those required by TTC. PDQ has 25 years of experience

The Honorable Board of Supervisors
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providing services similar to those being requested by TTC, including contracts with other County departments. PDQ Personnel Services, Inc., is also a certified Women Business Enterprise firm.

IMPACT ON CURRENT SERVICES

This contract will enable TTC to meet critical departmental deadlines during peak workload periods.

CONCLUSION

Instruct the Executive Officer/Clerk of the Board to return two (2) signed originals of the contract and one (1) adopted Board letter to TTC.

Respectfully submitted,



MARK J. SALADINO
Treasurer and Tax Collector

MJS:MH:dh

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLT 09 28 04

A+ The Employment Co.
2740 Magnolia Blvd. Suite 205
Burbank, CA 91505
Attn.: Jennifer L. Yester

ABACUS
Randall Eickhoff
1901 Avenue of the Stars #800
Los Angeles, CA 90067

ABCO
P.O. Box 816
Burbank, CA 91503

Abigail Abbot Staffing Services, Inc.
660 West First Street
Tustin, CA 92680

Accountants Overload
Chairman and CEO
10990 Wilshire Blvd, 14th floor
Los Angeles, CA 90024-9935

Accountemps
Susan Chang
515 S. Figueroa St. Ste. #650
Los Angeles, CA 90071

Accounts on Call
Gail Beal
800 Wilshire Blvd. #850
Los Angeles, CA 90012

Accounts Overload
Cherisse McClendon
10990 Wilshire Blvd., 14th Fl.
Los Angeles, CA 90024

Accutrans
1105 Howard
Glendale, CA 91207

Act I Personnel Services
18522 Hawthorne Blvd
Torrance, CA 90504

Act I
725 South Figueroa Street
Los Angeles, CA 90017

Act One
Vivian Latifah
330 South Hope Street
Los Angeles, CA 90071

ADECCO
June Noakes
3345 Wilshire Blvd. Suite #103
Los Angeles, CA 90010

Allezo Personnel
624 South Grand Avenue
Suite 1700
Los Angeles, CA 90017

Alternatives and Solutions, Inc.
4497 Emerald Street
Torrance, CA 90503

A.P.R. Consulting, Inc.
22632 Golden Springs Drive
Suite 330
Diamond Bar, CA 91765-4180

Apple One Employment Services
Cora Calagna
888 S. Figueroa St. Suite #170
Los Angeles, CA 90017

**American Avalanche Legal
Transcription Services**
21550 Burbank Blvd
Woodland Hills, CA 91367-7056

Associated Resources
P.O. Box 161804
Sacramento, CA 95816-1804

Attorney's Typing Service
850 Venice Blvd
Los Angeles, CA 90015

Auto Type
11110 Los Alamitos Blvd
Los Alamitos, CA 90720

Best Express
701 Brea Canyon, #8
Walnut, CA 91789

Bogard Temps, Inc.
116 N. Maryland Avenue
Suite 110
Glendale, CA 91206

Bogard Temps, Inc.
16501 Ventura Blvd
Suite 202
Encino, CA 91436

Business Systems Staffing
10680 W. Pico Blvd
Suite 210
Los Angeles, CA 90064

Cal State Maintenance
15353 Gale Avenue
City of Industry, CA 91745

California Computer
9050 Telegraph Road, #101
Downey, CA 90240

California Transcribing Services, Inc.
6010 Wilshire Blvd
Suite 400
Los Angeles, CA 90036

Career Advantage Personnel Service
1215 E. Airport Drive
Suite 125
Ontario, CA 91761

Career Strategies
Krista Brown
3435 Wilshire Blvd. #2120
Los Angeles, CA 90010

Cawley Personnel Services
Pamela Cawley
180 S. Lake Avenue
Pasadena, CA 91101

Celestial Studios
12130 S. Atlantic Avenue
Lynwood, CA 90262

Charlotte Asberry
3530 W. 27th Street
Los Angeles, CA 90018

Chipton Ross
Ramiro Medina
343 Main Street
El Segundo, CA 90245

Choice Personnel Staffing
Robbie Savage
900 Wilshire Blvd. Suite #630
Los Angeles, CA 90017

Chrysalis
520 S. Main Street
Los Angeles, CA 90013
Attn.: Alphonso Reed

Cindy's Professional Service
811 N. Plantation Lane
Walnut, CA 91789

Collier-Young
3345 Wilshire Blvd
Suite 1007
Los Angeles, CA 90010

Compton Chamber of Commerce
205 S. Willowbrook
Compton, CA 90220

Contractors Referral Service
4609 W. Slauson Avenue - Suite 1005
Los Angeles, CA 90043

CORE Staff Services
6100 Wilshire Blvd. Suite 150
Los Angeles, CA 90048
Attn.: Karen Hall

Covenant Employment Services
3455 S. Nogales St. – Suite #135
West Covina, CA 91792

Data Management Services
19707 Reinhart Avenue
Carson, CA 90746

Dial Employment Agency, Inc.
14530 E. Whittier Blvd
Whittier, CA 90605
Attn.: Doug Lopez

Diaz Group
P.O. Box 3871
Montebello, CA 90640

Discovery, the Staffing Specialists
Sonia Perry
865 S. Figueroa St., #3030
Los Angeles, CA 90017

Discovery Personnel, Inc.
888 S. Figueroa Street, #1980
Los Angeles, CA 90017

DNICA
5606 Geer Avenue
Los Angeles, CA 90016

Doctor's Transcribing Service
P.O. Box 1416
Torrance, CA 90505

E & P Building Maintenance
1640 W. 70th Street
Los Angeles, CA 90047

E. Reider Enterprises
4660 W. Point Loma Blvd
San Diego, CA 92107

Eagle Transcribing Services
19252 Worchester Lane
Huntington Beach, CA 92627

Emerald Agency
Joan Licht
P.O. Box 91705
Los Angeles, CA 90009

Ernest & Young LLP
18400 Von Karman
Suite 800
Irvine, CA 92715

Executemp, Inc.
2151 Michelson Drive
Suite 100
Irvine, CA 92715

Express Personnel Services
Mary Allen
15725 Hawthorne Blvd. Suite #101
Lawndale, CA 90260

Extra Job Employment Agency
13458 Verdura Avenue
Downey, CA ;90242

Fay Tech Services
P.O. Box 1615
Lomita, CA 90717

First Image Management Co
19701 S. Hamilton Ave
Suite 130
Torrance, CA 90508

Interim Personnel
15260 Ventura Blvd
Suite 620
Sherman Oaks, CA 91423

Help Unlimited
929 Norby Street
Carson, CA 90746

Helpmates Staffing Services
900 Wilshire Blvd. Suite # 914
Los Angeles, CA 90017
Attn.: Julia Bolden

Hilton Office Center
Rose Kindel Marketing
900 Wilshire Blvd
Suite 1030
Los Angeles, CA 90017

Hope Associates
7011 Warner
Suite L0199
Huntington Beach, CA 92647-5469

IDI Personnel Services
Claudia Meiron
3560 Santa Anita Ave., Suite "J"
El Monte, CA 91731

INFRA Source
David Cook
8191 College Pkwy. Suite #303
Fort Myers, FL 33919

Interservco, Inc.
3255 Wilshire Blvd
Suite 1700
Los Angeles, CA 90010

J.M. Staffing
540 E. Foothill Blvd, Suite 200
San Dimas, CA 91773
Attn.: Chiquita Bell

Jabren Professional Services
3053 Rancho Vista Blvd
Suite H226
Palmdale, CA 93551

Jacqueline B. & Associates, Inc.
1010 Cumberland Road
Glendale, CA 91202

Jaros' Professional Word Processing
3438 W. 43rd Street
Los Angeles, CA 90008
Attn.: Jackie Hill

Jasco Word Processing Svcs
1904 E. San Luis Street
Compton, CA 90220

Joann Hipp & Associates
350 University Avenue, #107
Sacramento, CA 95825

Jorema, Inc.
2419 – 11TH Avenue
Los Angeles, CA 90018

Karo Enterprises
900 Wilshire Blvd
Suite 522
Los Angeles, CA 90017

Kelly Services
Karoun Terterina
21250 Hawthorne Blvd. Suite #675
Torrance, CA 90503

Kelly Services
5757 Wilshire Blvd. Suite #106
Los Angeles, CA 90036
Attn.: Monique Manilla

KIMCO
Branch Manager
12070 Telegraph Road
Suite 300
Santa Fe Springs, CA 90670

Kirk-Mayer, Inc.
11801 Mississippi Ave
Los Angeles, CA 90025

LS & Associates, Inc.
13245 Riverside Dr. Suite #350
Sherman Oaks, CA 91423
Attn.: Judi Kenniston

Ladera Career Paths
6820 La Tijera Blvd
Suite 217
Los Angeles, CA 90045

Latino Chamber of Commerce
P.O. Box 173
Compton, CA 90223

Lisa Eredia Secretarial Service
14256 Amar Road
La Puente, CA 91746

London Temporary Services
Sergio Castaneda
5670 Wilshire Blvd Suite #880
Los Angeles, CA 90036

London Temporary Services
3250 Wilshire Blvd
Suite 1403
Los Angeles, CA 90010

Manpower Personnel Services
Bishop Wyame
1150 S. Olive St. Suite #T1310
Los Angeles, CA 90015

Micro Tech
2103 Den Mead Street
Lakewood, CA 90712

**Minute Man, Inc.
Temporary Help Service**
P.O. Box 710
Bell, CA 90201

Modis
1230 Rosecrans Ave., #425
Manhattan Beach, CA 90266
Attn.: Larry Sedillo

National Personnel Services
2225 Via Fernandez
Palos Verdes Estates, CA 90274

National Secretarial Service
5214 Yolanda
Tarzana, CA 91357

Network Temporary Services
9171 Wilshire Blvd.
Suite B
Beverly Hills, CA 90210

Office Team
Brandi Britton
515 S. Figueroa St. Suite #650
Los Angeles, CA 90071

Olive Tree Interim
15260 Ventura Blvd
Suite 620
Sherman Oaks, CA 91403-5340

Olsten Services
5750 Wilshire Blvd
Suite 224
Los Angeles, CA 90036

Onyx Personnel Services
1015 N. Lake Avenue
Suite 105
Pasadena, CA 91104

Overflow Business Services
197 Racquet Club Drive
Compton, CA 90220

P & G Services
823 E. 106th Street
Los Angeles, CA 90002

PDQ Personnel Services, Inc.
777 S. Figueroa Street, Suite 2500
Los Angeles, CA 90017
Attn.: Janet Ault

Partners in Diversity, Inc.
Kate M. Harrington
P.O. Box 654
South Pasadena, CA 91031

Performance Plus Temporary Svcs
17835 Ventura Blvd., Suite 205
Encino, CA 91316

Personnel Plus, Inc.
12052 E. Imperial Hwy #200
Norwalk, CA 90650
Attn.: Kim Walia

Personalized Business Services
3982 Degnan Blvd
Los Angeles, CA 90008

Phoenix Engineering
2220 Gladwick St.
Dominguez Hills, CA 90220
Attn.: Silvia M. Lugo

Phonix Engineering Co., Inc.
P.O. Box 66395
Los Angeles, CA 90066

Power Personnel
12443½ Riverside Drive
Studio City, CA 91607

Professional Services Group
1170 S. Windsor Street
Altadena, CA 91109

Professional Word Processing
16818 Nearview Drive
Canyon Country, CA 91351

Progressive Business Services
8613 S. Cimarron Street
Los Angeles, CA 90047

Precision Plus Word Processing
131 W. Mariposa Street
Altadena, CA 91101

RCA & Associates
5608 Valley Glen Way
Los Angeles, CA 90043

RD & Associates
1249 Diamond Bar Blvd
Suite 339
Diamond Bar, CA 91765

Randstad North America
515 S. Figueroa St. Suite 340
Los Angeles, CA 90071
Attn.: Sandie Plush

Remedy Temp
32122 Camino Capistrano
San Juan Capistrano, CA 92675

Right Choice Business Services
5813 Jadette Street
Alta Loma, CA 91737

Riley Office & Management Control
115 W. California Ave , #147
Pasadena, CA 91105

Roberts & Associates
1227 S. Arlington Avenue
Los Angeles, CA 90010

Rock One Staffing
Mark Akpulomu
4633 Crenshaw Blvd
Los Angeles, CA 90043

Sage Personnel Resources
27201 Tourney Road
Suite 202
Valencia, CA 91355

Salim Corporation
1963 Tudor
Covina, CA 91724

Select Temporary Services
6180 Laurel Canyon
Suite 165
North Hollywood, CA 91606

Select Personnel Services
Gwen White
888 S. Figueroa St, Suite #2040
Los Angeles, CA 90017

SEO Transcribing Service
23123 Frisca Drive
Valencia, CA 91355

Simpson & Simpson Business
3600 Wilshire Blvd., Suite 1710
Los Angeles, CA 90010
Attn.: Carl P. Simpson

Snelling Personnel
490-C W. Arrow Highway
San Dimas, CA 91773
Attn.: Debbie Molitor

Son Roms Business Services
249 E. 158th Street
Gardena, CA 90248

Staff Support
11835 W. Olympic Blvd
Suite 1125
Los Angeles, CA 90064

Stivers Staffing Services
3701 Wilshire Blvd Suite #515
Los Angeles, CA 90010
Attn.: Diana Kishiyama

Stivers Temporary Services
3636 Wilshire Blvd
Los Angeles, CA 90010

Superior Staffing Services
2800 28th Street #122
Santa Monica, CA 90045
Attn.: Lori Ludwig

T & R Secretarial Pool
823 E. 95th Street
Los Angeles, CA 90002

T.R.C. Temporary Services
Cheryl Wells
11300 W. Olympic Blvd., #650
Los Angeles, CA 90064

Taylor Dane Personnel Services
345 N. LaBrea, Suite 208
Los Angeles, CA 90036

Temps On Time
Armelia Mason
403 E. Palm
Burbank, CA 91502

Temps On Time
Kathryn Kidd
418 East Olive Avenue
Burbank, CA 91501

The Wentworth Company, Inc.
479 W. Sixth Street
San Pedro, CA 90731

Thomas Temporaries
16832 Redhill Avenue
Irvine, CA 92714

KFORCE – ONSTAFF Group
8926 Sunland Blvd., #114A
Sun Valley, CA 91352
Attn.: Ron Nava

**Top Tempo Technical/
Future Personnel**
4727 Wilshire Blvd, Suite 200
Los Angeles, CA 90010

Total Quality Staffing Service
13191 Crossroads Parkway North
Suite 143
City of Industry, CA 91746

United Personnel Services
3040 Saturn Street
Suite 200
Brea, CA 92670

Venturi Staffing
350 South Grand, Suite #1610
Los Angeles, CA 90071

Volt Temporary Services
2614 Carson Street
Lakewood, CA 90712-4109

Volt Temporary Services
1100 E. Orangethorpe Avenue #100
Anaheim, CA 92801-1144

Washington Associates
1207 W. 83rd Street
Los Angeles, CA 90044

Western Security
18411 S. Crenshaw Blvd
Torrance, CA 90504

Word Processing Expert
P.O. Box 431769
Los Angeles, CA 90043

Another Pair of Hands, Inc.
3250 Wilshire Blvd., #1500
Los Angeles, CA 90010

Batiz.Com
110 Escondido Ave., Suite 203
Vista, CA 92084
Attn.: Stephen Batiz

Compuhope, Inc.
3460 Torrance Blvd., Suite 219
Torrance, CA 90503

Creative Oxygen, LLC
3962 Ince Blvd.
Culver City, CA 90232

Freeman Alternative Resources, Inc.
881 Dover Dr., Suite 200
Newport Beach, CA 92663

Gee Ray Gee, Inc. DBA G Force
8788 Balboa Ave.
San Diego, CA 92123

Hart Employment Services
1245 East Walnut St., Suite 108
Pasadena, CA 91106-1817
Attn.: Lisa Woodburn

Internat'l Word Processing Svcs, Inc.
P.O. Box 5053
Downey, CA 90241
Attn.: Mary Anna Jones

Jenn Internat'l, Inc. DBA: Jenn
3250 Wilshire Blvd., Suite 926
Los Angeles, CA 90010
Attn.: Jennifer B. Oracion

Keysoft International, Inc.
17326 Edwards Rd., Suite A-230
Cerritos, CA 90703
Attn.: Tesfaldet A. Meharena

Pro-Tem Solutions, Inc.
249 E. Ocean Blvd., Suite 912
Long Beach, CA 90802

Scott & Cooper Staffing Solutions, Inc.
6221 Wilshire Blvd., Suite 407
Los Angeles, CA 90048
Attn.: Cassandra Cooper

Sphinx Group, Inc.
28720 Roadside Drive #227
Agoura Hills, CA 91301
Attn.: Nabil Balady

Staffing Solutions
401 N. Brand Blvd., Suite B – 140
Glendale, CA 91203

Top Tempo
4801 Wilshire Blvd., Suite 230
Los Angeles, CA 90010

**W.C. Barlow & Assoc., Inc. DBA
Finese**
5652 Amethyst Ave.
Alta Loma, CA 91737

ProStaff/Advecta
2100 Main Street, Suite 102
Irvine, CA 92614
Attn.: Grace Doucet

**FIRM/ORGANIZATION INFORMATION AS PROVIDED BY PROPOSERS FOR
TEMPORARY PERSONNEL SERVICES**

This information was gathered for statistical purposes only. On final analysis and consideration of award, selection was made without regard to gender, race, creed or color.

FIRM INFORMATION	PDQ Personnel Services, Inc.		Ladera Career Paths, Inc.		AppleOne Employment Services	
	No.	% of Ownership	No.	% of Ownership	No.	% of Ownership
CULTURAL/ETHNIC COMPOSITION						
OWNERS/PARTNERS:						
Black/African American			1	100%		
Hispanic/Latin American						
Asian American						
American Indian/Alaskan						
All others	1	100%			1	100%
Women (included above)	1	100%	1	100%	0	
MANAGERS:						
Black/African American		0		5		22
Hispanic/Latin American		0		1		29
Asian American		0		0		15
American Indian/Alaskan		0		0		1
All others		6		0		165
Women (included above)		3		4		170
STAFF:						
Black/African American		4		35		81
Hispanic/Latin American		2		23		135
Asian American		4		3		93
American Indian/Alaskan		0		0		1
All others		3		6		402
Women (included above)		9		59		532
TOTAL NUMBER OF EMPLOYEES		19		73		944
BUSINESS STRUCTURE		Corporation		Corporation		Corporation
Certified as Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise?		Yes WBE		Yes M/W/DBE		No

FIRM INFORMATION	Act-1 Personnel Services		Helpmates Staffing Services		OnStaff*	
	No.	% of Ownership	No.	% of Ownership	No.	% of Ownership
CULTURAL/ETHNIC COMPOSITION						
OWNERS/PARTNERS:						Not Available
Black/African American	3	100%				
Hispanic/Latin American						
Asian American						
American Indian/Alaskan						
All others			3	100%		
Women (included above)	2	75.5	2	60%		
MANAGERS:						Not Available
Black/African American		17		2		
Hispanic/Latin American		3		1		
Asian American		4		1		
American Indian/Alaskan		0		0		
All others		58		15		
Women (included above)		53		15		
STAFF:						Not Available
Black/African American		44		6		
Hispanic/Latin American		31		12		
Asian American		18		12		
American Indian/Alaskan		0		0		
All others		117		16		
Women (included above)		157		41		
TOTAL NUMBER OF EMPLOYEES		292		65		Not Available
BUSINESS STRUCTURE		Corporation		Corporation		Not Available
Certified as Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise?		Yes WBE		Yes M/W/DBE		Not Available

*No information provided for OnStaff, exclusively.



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PDQ PERSONNEL SERVICES, INC.

**FOR THE PROVISION OF
TEMPORARY PERSONNEL SERVICES**

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**CONTRACT FOR THE PROVISION OF
TEMPORARY PERSONNEL SERVICES**

THIS CONTRACT and EXHIBITS, made and entered into this _____ day of _____, 2004,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a corporate and politic, hereinafter referred to as "County", by and through the Treasurer and Tax Collector hereinafter referred to as TTC;

AND

PDQ Personnel Services, Inc., hereinafter referred to as Contractor. Contractor is located at 777 South Figueroa Street, Suite 2500, Los Angeles, California 90017.

RECITALS

WHEREAS, the County is authorized under California Government Code Section 31000.4 to obtain temporary help to assist the County during any peak load, temporary absence, or emergency order other than a labor dispute and may contract with private businesses for Temporary Personnel Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Temporary Personnel Staffing Services herein after referred to as "Services"; and

WHEREAS, Contractor has submitted a proposal to the County Treasurer and Tax Collector (TTC) for provision of such Services and based upon the Request For Proposal process, Contractor has been selected for recommendation for award of such Contract; and

WHEREAS, TTC on behalf of the County shall administer said Contract;

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C D, E, F, G, and H 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.

Exhibits:

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

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and 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: As used herein, the term "Contract" shall mean the 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: As used herein, the term "Contractor" shall mean 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's Contract Manager:** As used herein, the term "Contractor's Contract Manager" shall mean the individual designated by the Contractor to administer the Contract operations after the Contract award as set forth in Sub-paragraph 7.1.
- 2.4 County's Contract Administrator:** As used herein, the term "County's Contract Administrator" shall mean the person designated by County to manage the operations under this Contract with authority for County on contractual or administrative matters relating to this contract as set forth in Sub-paragraph 6.1.
- 2.5 Day(s):** As used herein, the term "Day(s)" shall mean calendar day(s) unless otherwise specified.
- 2.6 Director:** As used herein, the term "Director" shall mean the Director of the County's Department of the Treasurer and Tax Collector.
- 2.7 Effective Date:** As used herein, the term "Effective Date" shall mean the date of execution of this Contract by County's Board of Supervisors.
- 2.8 Fiscal Year:** As used herein, the term "Fiscal Year" shall mean 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 Contractor agrees that the performance of work and services pursuant to the requirements of this Contract shall conform to high professional standards as exist in Contractor's profession or field of practice.
- 3.3 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 one (1) year commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 The County shall have the sole option to extend the Contract term for up to four (4) additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of 5 years and 6 months. Each such option and extension shall be exercised at the sole discretion of the Director of TTC on an annual basis. In the event the Director desires to renew the Contract, TTC shall provide Contractor with a written notice of intent to renew the Contract, thirty (30) calendar days prior to the expiration of the term of the Contract. The exercise of the renewal option shall be set forth in writing, as provided in Paragraph 8.4, Change Notices and Amendments.

- 4.3 Contractor shall notify TTC when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to TTC at the address herein provided in Exhibit D - County's Administration.

5.0 CONTRACT SUM

- 5.1 The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by County to Contractor for provision of the Services specified herein in accordance with Exhibit B, "Pricing Schedule", and shall not exceed Four Hundred Forty-Eight Thousand Dollars (\$448,000) for each year of this Contract.

- 5.2 Contract rates specified in Exhibit B, "Pricing Schedule", shall remain firm and fixed for the term of the Contract.

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

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

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should 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 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, monthly in arrears, only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B -

Pricing Schedule.

- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2), i.e., one original and one copy, to the following address:
- Treasurer and Tax Collector
Attention: Accounts Payable
500 West Temple Street – Room 464
Los Angeles, California 90012
- 5.5.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Administrator 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, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit D - 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 Administrator

- 6.1.1 County's Contract Administrator is designated in Exhibit D – County's Administration. The County shall contact the Contractor in writing of any change in the name or address of the County's Contract Administrator.

- 6.1.2 County's Contract Administrator shall be responsible for ensuring that the objectives of this Contract are met and determining Contractor's compliance with the Contract and inspecting all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.
- 6.1.3 County's Contract Administrator is responsible for providing overall direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.
- 6.1.4 County's Contract Administrator is responsible for meeting with Contractor's Contract Manager on a regular basis.
- 6.1.5 The County's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract except as permitted in accordance with Sub-paragraph 8.4, Change Notices and Amendments, and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Contract Manager

- 7.1.1 Contractor's Contract Manager is designated in Exhibit E - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Manager.
- 7.1.2 Contractor's Contract Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Contract Manager.

7.3 Contractor's Staff Identification

- 7.3.1 Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.
- 7.3.2 Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.
- 7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

- 7.4.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a Department of Justice (DOJ) criminal background investigation as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- 7.4.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff

any information obtained through the County/Contractor conducted background clearance.

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

7.4.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit F1.

The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit F2.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Director. Any unapproved assignment or delegation shall be null and void. Any payments by the TTC to any approved delegate or

assignee on any claim under this Contract shall be deductible, at TTC's sole discretion, against the claims, which the Contractor may have against the County.

8.1.2 If 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 TTC's express prior written approval, may result in the termination of this Contract.

8.2 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.

8.3 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 correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

8.4.1 The County reserves the right to initiate Change Notices that **do not affect** the Term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the County's Contract Administrator.

- 8.4.2 For any change which affects the Term or Contract Sum under this Contract, an Amendment shall be prepared and executed by the Contractor, and thereafter by the County's Board of Supervisors.
- 8.4.3 The County's Board of Supervisors or Chief Administrative 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 Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the TTC or his/her designee.
- 8.4.4 The TTC, may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. For the exercise of TTC's renewal option a written notice of intent to renew the Contract shall be prepared and signed by the Contractor and the TTC. 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.

8.5 COMPLAINTS

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

Within ten (10) 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.

- 8.5.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2 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.

8.5.3 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.

The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within five (5) business days of receiving the complaint. 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.

Copies of all written responses shall be sent to the County's Contract Administrator within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAWS

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

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 C - 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 G and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), 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 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 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 Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, 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 Contractor demonstrate to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that 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 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

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.

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 not to exceed three (3) years, 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

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.

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

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.

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.

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 Contractor's duty under this contract to comply with all applicable provisions of law, 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 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If 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 Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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.

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 Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and 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 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.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 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.

8.21.2 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.

8.21.3 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.

8.21.4 As previously instructed in Sub-paragraph 7.5 - Confidentiality, the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit F1. The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit F2.

8.22 INDEMNIFICATION

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

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any

other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

County Treasurer and Tax Collector
Contracts Section
500 West Temple Street – Room 464
Los Angeles, California 90012
Attention: Assistant Operations Chief

prior to commencing services under this Contract. Such certificates or other evidence of insurance shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- a. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- b. Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- c. Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Contract Administrator.
- d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.23.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.23.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- a. The Contractor providing evidence of insurance covering the activities of subcontractors, or
- b. The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

8.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than One Million Dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the TTC, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the TTC, 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. 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 TTC, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the TTC determines that there are deficiencies in the performance of this Contract that the TTC deems are correctable by the Contractor over a certain time span, the TTC 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 TTC may:

- a. Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- b. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit A Statement of Work, Technical Exhibit 2, 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.

8.25.3 The action noted in Sub-paragraph 8.25.2 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.

8.25.4 Sub-paragraph 8.25 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 Exhibit A, Statement of Work, Technical Exhibit 1, Performance Requirements Summary (PRS) Chart or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.25.5 Monetary Losses/Shortages

- a. Contractor shall be liable for all losses/shortages, equal to or greater than ten dollars (\$10) per incident, resulting from Contractor or Contractor's Employees performance under this Contract.
- b. If TTC determines that there are losses/shortages, TTC will provide a written notice to the Contractor indicating the total amount of the loss/shortage, the date the loss/shortage occurred and the employee responsible for the loss/shortage.
- c. Losses/shortages in the amount of one hundred dollars (\$100) or greater per day, or in aggregate, and/or should a pattern of shortages

occur shall be the basis for immediate dismissal of Contractor's Employee from performing services under this Contract. TTC will immediately notify Contractor of such incidents.

- d. Contractor shall make payment to TTC within thirty (30) days of receipt of TTC's written notice for the total amount of the loss/shortage.

8.26 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.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 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.

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

8.27.3 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.

- 8.27.4 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, or physical or mental disability, marital status, or political affiliation.
- 8.27.5 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.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.27.8 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.

8.28 NON EXCLUSIVITY

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

8.29 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) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator is not able to resolve the dispute, the TTC, or designee shall resolve it.

8.31 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.

8.32 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

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

8.33 NOTICES

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

8.34 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.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.37 - 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.

8.35.2 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.

8.36 PUBLICITY

8.36.1 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:

- a. The Contractor shall develop all publicity material in a professional manner; and
- b. 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 Contract Administrator. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

8.37 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 records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other 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.

8.37.1 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. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.37.3 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.

8.37.4 Financial Statement: Beginning one (1) year after the Effective Date and every year thereafter, until the expiration of this Contract, Contractor shall submit to County a complete set of financial statements for the twelve (12) month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of Financial Position), and Income Statement (Statement of Operations). If audited statements are available, they shall be submitted to meet this requirement. In addition, Contractor shall submit a statement regarding any pending litigation since Contractor last reported same to County. County reserves the right to request these financial statements on a more frequent basis and will so notify Contractor in writing.

8.38 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.

8.39 SUBCONTRACTING

8.39.1 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.

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

- a. A description of the work to be performed by the subcontractor;
 - b. A draft copy of the proposed subcontract; and
 - c. Other pertinent information and/or certifications requested by the County.
- 8.39.3 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 Contractor employees.
- 8.39.4 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.
- 8.39.5 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.
- 8.39.6 The County's Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
- 8.39.7 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.
- 8.39.8 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 as indicated below before any subcontractor employee may perform any work hereunder.

County Treasurer and Tax Collector
Contracts Section
500 West Temple Street – Room 464
Los Angeles, California 90012
Attention: Contracts Manager

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

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a 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 90 calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Sub-paragraph 8.42 - Termination for Contractor's Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 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 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.

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

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

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

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR CONTRACTOR'S DEFAULT

8.42.1 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 Administrator:

- a. Contractor has materially breached this Contract;
- b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- c. 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.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, the County may procure, upon such terms and in such a 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.

8.42.3 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 8.42.2 if its failure to perform this Contract arises out of causes

beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.42.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.42.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five

Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the TTC, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 - Indemnification.

- 8.42.6 The rights and remedies of the County provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

- 8.43.1 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.

- 8.43.2 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.

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

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. 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;
- b. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- c. The appointment of a Receiver or Trustee for the Contractor; or
- d. The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR 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.

8.46 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.

8.47 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.

8.48 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 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.

8.49.2 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.

8.50 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 8.50.1 This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 8.50.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 8.50.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 8.50.4 If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
- a. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

- c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

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

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

CONTRACTOR

By _____
Signature

By _____
Print Name

Title _____

(AFFIX CORPORATE SEAL HERE)

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL

By _____
Principal Deputy County Counsel

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TEMPORARY PERSONNEL SERVICES

STATEMENT OF WORK (SOW)

1.0 SCOPE OF SERVICES

The County of Los Angeles (County) is authorized under California Government Code Section 31000.4 to obtain temporary services to assist the County during any peak load, temporary absence, or emergency order other than a labor dispute. Use of temporary personnel services under Government Code Section 31000.4 is limited to a period not to exceed ninety (90) consecutive days for any single peak load, temporary absence, or emergency situation.

The Treasurer and Tax Collector (TTC) has several peak workload periods in various areas of the department whereby temporary personnel services are required for intermittent, as-needed, short-term assignments, as described in further detail below. TTC guarantees no minimum usage of temporary personnel from any agency.

1.1 **Banking and Remittance Processing Division**

- 1.1.1 The Banking and Remittance Division of TTC is responsible for collecting and processing all property taxes for the County of Los Angeles. Secured property taxes are due in two installments, November 1 and February 1 of each year. All taxes due on November 1, if unpaid, are delinquent after December 10 at 5:00 p.m. and taxes due on February 1, if unpaid, are delinquent after April 10, at 5:00 p.m. Taxes may be paid by mail, credit card, electronically or in person at cashier windows located at TTC Office in Downtown Los Angeles.
- 1.1.2 The busiest tax collection days of the year are December 10 and April 10 and during the two-week period just prior to and following these dates (i.e., annual peak seasons). During the annual peak season approximately 1.1 to 1.6 million tax payments are received by mail and processed by TTC. Due to this enormous increase in workload and the need to process the tax payments promptly, the TTC employs temporary staff to assist the department with processing mail and electronic data processing of various payment documents and checks. Services include mail opening, payment processing (data entry) and cashiering.
- 1.1.3 Temporary personnel are needed twice a year, during peak seasons, for a three to four week period beginning late-November and again in late-March. During the first two weeks of each peak season, mail payments are processed seven days a week, including weekends. Temporary personnel are assigned to staggering eight-hour work shifts, between the hours of 5:00 a.m. until 5:00 p.m., not including lunch breaks. Specific work shifts will be determined based on actual workload and are subject to change depending upon need.

1.2 **Secured Property Division**

- 1.2.1 The Secured Property Division of TTC is responsible for enforcing collection of taxes on tax defaulted property by public sale of such properties and

EXHIBIT A – STATEMENT OF WORK

disbursement of excess proceeds. Additionally, Secured Property Division is responsible for processing Property Tax Payment Exceptions. A Payment Exception is generated by TTC when there is a discrepancy with a tax payment received and TTC is: 1) unable to determine the parcel or tax year to apply a tax payment received; or 2) the amount of a tax payment received is not consistent with the amount due (i.e., overpayment or underpayment). As a result, TTC is unable to process and post the payment until the discrepancy has been resolved. The Payment Exception process allows TTC staff to perform an investigation and audit to determine the cause for the discrepancy and the appropriate corrective action.

1.2.2 The busiest days of the year for handling Payment Exceptions are during the months of January, February, June, and July i.e., the months following the property tax collection annual peak season (December 10th and April 10th). Due to this seasonal increase in workload and the need to identify, handle and post payments expeditiously, temporary staff are needed to assist the department with the Payment Exception audit and investigation process.

1.2.3 Temporary personnel are required annually on as-needed, intermittent basis during the months following the annual peak season (January, February, June and July) Monday through Friday. Temporary personnel are assigned to staggering eight-hour work shifts, between the hours of 5:00 a.m. until 5:00 p.m., not including lunch breaks. Specific work shifts will be determined based on actual workload and are subject to change depending upon need.

1.3 Administrative Services Division – Mail Services Section

The Mail Services Section of the TTC is responsible for overseeing and coordinating mail services for TTC as well as other County departments. Through TTC's County Intradepartmental Services approximately 6.3 million pieces of outgoing mail and 5.8 million pieces of incoming mail are processed through the Mail Services Section annually. In addition to temporary personnel during the peak tax payment seasons, the Mail Services Section may also require temporary mail staff during regular work hours (e.g. Monday through Friday, 7am to 5pm) throughout the year on an as-needed basis.

1.4 Special Projects/Circumstances

From time to time TTC may experience an occasional and/or seasonal increase in workload. The TTC shall notify the Contractor in writing of such increases in workload and need for temporary personnel services. Contractor shall provide temporary personnel as requested to assist TTC in meeting the needs of the department during such increases in workload.

2.0 MINIMUM EXPERIENCE AND SKILL REQUIREMENTS

The Contractor shall provide experienced individuals to perform the functions and duties delineated in this Exhibit A, Statement of Work for the TTC at TTC's headquarters located at 500 West Temple Street, Los Angeles, CA 90012; on an as-needed basis, for a period of not more than ninety (90) days for any single peak load. TTC will provide contract personnel with approximately a half-hour job orientation. **TTC guarantees no minimum usage.**

EXHIBIT A – STATEMENT OF WORK

Listed below is the minimum qualifications for each of the six (6) principal job classifications needed (Account Clerk, Cashier, Clerk, Mail Clerk, Data Entry Operator, and Senior Typist) to base your hourly bill rate upon. All classifications must have the ability to bend, stoop, lift above head, lift loads weighing 10 to 15 pounds, and have the ability to read, write and speak English fluently as indicated below. Communication in a second language is desirable.

2.1 Account Clerk: Performs accounting clerical work in the maintenance of accounting records with a comprehensive established framework of procedures, under general supervision of an Accounting Supervisor or Accountant, for a large scale system (accounts payable, accounts receivable, or trust accounting system having in excess of 100,000 active accounts). Minimum requirements:

- 2.1.1 One year's experience in bookkeeping.
- 2.1.2 Knowledge and experience of accounts receivable, accounts payable, and bank reconciliation principals.
- 2.1.3 Demonstrated skill in using a ten-key calculator by touch, demonstrated.
- 2.1.4 May be responsible for assisting accountant in preparation of reports, investigating and responding to customer inquiries and/or complaints in person or by telephone.

2.2 Cashier: Performs responsible clerical assignments in connection with receiving, disbursing or accounting for cash, valuables or negotiable instruments. Employees in this classification must have a minimum of six months cash handling experience and score at least 80% on an approved Basic Math Evaluation Test. Minimum qualifications:

- 2.2.1 One year's office clerical experience, six months of which must have been in the handling of cash receipts or disbursements in a public setting and in the keeping of cash records.
- 2.2.2 Demonstrated customer service skills.
- 2.2.3 Experience opening and sorting mail, verifying amounts or remittances enclosed and transmitting them to the appropriate section.
- 2.2.4 Ability to solve basic mathematical computations, demonstrated through a TTC approved Basic Math Evaluation Test administered to potential employees by Contractor with results provided to TTC at the time of referral/assignment.
- 2.2.5 Demonstrated cash handling and balancing skills including but not limited to: handling a cash drawer in excess of \$300 including opening and closing procedures; verifying payment amounts, receiving payments, making change and issuing receipts; identifying counterfeit money and unacceptable checks; etc.
- 2.2.6 Demonstrated skill in using a ten (10) key calculator by touch.

EXHIBIT A – STATEMENT OF WORK

2.2.7 Knowledge and skill in the use of Windows 98 or higher, with the ability to navigate with a PC mouse demonstrated by completion of a TTC approved skills test conducted by Contractor with a minimum success rate of 75% at a basic skill level and completion within 10 minutes with results provided to TTC.

2.3 Clerk: Performs a variety of clerical duties requiring a working knowledge of subject matter and the clerical functions involved and the use of initiative and independent judgement within recognized procedures, e.g., alpha and numeric sorting/filing, light typing, etc. Minimum requirements:

2.3.1 Six months clerical experience in a general office setting.

2.3.2 Waits on the public or acts as a receptionists in a small office; answers routine inquiries in person or by telephone.

2.3.3 Experience opening and sorting mail, verifying amounts or remittances enclosed and transmitting them to the appropriate section.

2.3.4 Experience operating an automated mail opener, e.g. a Opex Model 50 Rapid Extraction equipment.

2.3.5 Experience operating various office machines/equipment such as a 10-key adding machine/calculator, personal computer, printer, and copier.

2.3.6 Ability to compute and receive fees.

2.3.7 Ability to review, edit, and proof posted data to ensure high accuracy in work.

2.3.8 Ability to sort, arrange, and/or file documents in alphabetical and/or numerical order.

2.3.9 Ability to perform/solve basic mathematical computations.

2.4 Mail Clerk: Performs a combination of routine manual and clerical duties, including but not limited to participating in the mail handling process (receiving, delivery, loading feed belt for bar coding, logging, hand-stuffing, etc.). Must have the ability to perform simple addition, subtraction, multiplication and division, and to read and following simple instructions and lift loads weighing up to 25 pound. Minimum requirements:

2.4.1 Six months clerical experience in a mailroom, warehouse or general office setting.

2.4.2 Ability to load and unload storage containers (e.g. boxes, trucks, box cars).

2.4.3 Ability to perform basic mathematical computations.

2.4.4 Ability to compare and proofread a variety of documents.

2.4.5 Experience operating a ten-key adding machine.

2.4.6 May wait on the public or act as a receptionists in a small office; answers routine inquiries in person or by telephone.

EXHIBIT A – STATEMENT OF WORK

2.4.7 May be required to accompany County staff to and from offsite Post Office to provide double custody of mail items.

2.5 Data Entry Operator: Performs data entry, operating data conversion/data capture equipment and performs other essential job functions related to the process. Employees in this classification must have at least one year's data entry experience and score at least 8,000 keystrokes per hour and pass data entry skills test. Minimum requirements:

2.4.1 One year's experience in the operation of a personal computer and a 10-keypad machine and knowledge of related data conversion equipment.

2.4.2 Demonstrated ability to input an average of 8,000 keystrokes per hour and receive a passing score on a TTC approved Data Entry Evaluation Test administered to potential employees by Contractor with results provided to TTC at the time of referral/assignment.

2.4.3 Demonstrated ability to review, edit, proof and revise posted data to ensure high accuracy in work.

2.4.4 Familiarity with various job/data processing applications (e.g., Excel, Word).

2.4.5 Ability to generate cash letters and post data on desk ledger; trial balance reports and complete required data entry logs; and prepare various logs and form documents.

2.6 Senior Typist: Performs a variety of duties requiring a working knowledge of office clerical procedures; produces rough and final copies of documents on a personal computer, requiring individualized formats such as letters, memorandums, forms, charts, and reports, from typed, written, or dictated material; and provides general information to the public. Employees in this classification must at least three year's computer experience and score at least 75% on a Windows 98 or higher basic knowledge test administered by Contractor. Minimum requirements:

2.6.1 Three year's office clerical experience including use of a personal computer.

2.6.2 Ability to type 40 words per minute.

2.6.3 Knowledge and skill in the use of Windows 98 or higher and ability to navigate a PC mouse.

2.6.4 Knowledge and skill in the use of Microsoft Software, specifically Word (word processing software), Excel (spreadsheet software) and Power Point (presentation software).

2.6.5 Ability to review, edit, proof and revise documents for proper spelling, grammar, punctuation, and format according to specified style and guidelines.

2.6.6 Ability to sort, arrange, and/or file a variety of documents in alphabetical and/or numerical order.

2.6.7 Proficient in the use of various office machines including fax machine, photocopy machine, calculator, computer printer and/or scanner.

2.6.8 Ability to answer telephone with multiple lines and provide general information to the public; and take accurate, written telephone messages.

2.7 Other Job Classifications: In meeting the needs of the department during increases in workload, other job classifications could be required from time-to-time in 1) higher level job classifications with duties comparable to those in the principal job classes (e.g., senior and/or supervisory level) and 2) job classifications in other occupational categories. In such instances the Contractor will be notified in writing of such other job classifications, including minimum requirements and shall be required to provide the department with staff accordingly.

3.0 WORK HOURS

3.1 Temporary personnel are, at minimum, needed twice a year for three to four weeks during the peak season period beginning the end of November and again the end of March, to assist TTC with processing annual property tax installment payments. Temporary personnel are needed twice a year, during peak seasons, for a three to four week period beginning late-November and again in late-March. During the first two weeks of each peak season, mail payments are processed seven days a week, including weekends. Temporary personnel are assigned to staggering eight-hour work shifts, between the hours of 5:00 a.m. until 5:00 p.m., not including lunch breaks. Specific work shifts will be determined based on actual workload and are subject to change depending upon need. An Anticipated Workweek and Staffing Schedule are shown in Attachment 1 of this Exhibit A. Workweeks, work hours, and the estimated number of staff required may change depending on need.

3.2 Temporary personnel may also be used on an as-needed basis by TTC's Banking and Remittance and Administrative Services Divisions, and other TTC Divisions throughout the year during regular department work hours, Monday through Friday, 7 a.m. until 5 p.m.

3.3 COUNTY OBSERVED HOLIDAYS

The following are the usual County observed holidays. In order to meet the ongoing needs of the department, Contractor personnel may be required to work one or more of these holidays.

- 3.3.1 New Year's Day
- 3.3.2 Martin Luther King, Jr.'s Birthday
- 3.3.3 Presidents' Day
- 3.3.4 Memorial Day
- 3.3.5 Independence Day
- 3.3.6 Labor Day
- 3.3.7 Columbus Day
- 3.3.8 Veterans' Day
- 3.3.9 Thanksgiving Day
- 3.3.10 Friday after Thanksgiving Day

3.3.11 Christmas Day

4.0 RESPONSIBILITIES

4.1 COUNTY PERSONNEL

4.1.1 The TTC shall assign a Contract Administrator to provide overall management and coordination of the contract and act as liaison for the TTC. The TTC Contract Administrator shall provide information to the Contractor in areas relating to policy and procedural requirements and will monitor the Contractor's performance during the term of the contract. TTC shall inform CONTRACTOR in writing of the name, address, and telephone number of the individual designated to act as Contract Administrator, or any alternate identified in Exhibit D of this Contract, at the time the contract is executed and notify Contractor as changes occur.

4.1.2 TTC reserves the right to have Contract Administrator, or the designated alternate, interview any or all prospective employees of Contractor.

4.2 CONTRACTOR'S CONTRACT MANAGER

4.2.1 The Contractor is required to provide a Contract Manager in the office servicing the contract to act as a liaison for the Contractor in coordinating the performance under the contract. The Contractor shall inform the TTC in writing of the name, address, and telephone number of the individual designated to act as Contract Manager, or any alternate identified in Exhibit E of this Contract, and provide a current copy of the person's resume at the time the contract is executed and notify TTC as changes occur.

4.2.2 The Contractor's Contract Manager and alternate(s) must have a minimum of three (3) years documented experience providing services similar to those requested in this RFP; be a full-time employee of the Contractor; and be able to fluently read, write, speak, and understand English.

4.2.3 The Contractor's Contract Manager shall have full authority to act for the Contractor on all matters relating to the daily operation of the contract. The Contract Manager shall be available during normal work hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, for telephone contact and to meet with the TTC personnel designated to discuss the operation of the contract. When contract work is performed at times other than described above, or when the Contract Manager cannot be present, an equally responsible individual shall be designated to act on behalf of the Contract Manager. The TTC shall have the right to approve the assignment or replacement of any Contract Manager or alternate recommended by the Contractor.

4.3 CONTRACTOR'S PERSONNEL

4.3.1 The Contractor is responsible for training to Contractor's personnel assigned to perform services under any resultant contract. All personnel assigned by Contractor to perform these services shall at all times be employees of the Contractor and the Agency shall have the sole right to hire, suspend, discipline, or

EXHIBIT A – STATEMENT OF WORK

discharge such employees. However, any employee of the Contractor who, in the opinion of the County is unsatisfactory, shall be removed from the performance of requested services immediately upon the written and/or oral request of the County's Contract Administrator.

The County's Contract Administrator may, at his/her sole discretion, direct the Contractor to replace any of the employees the Contractor has provided.

- 4.3.2 Contractor will be solely responsible for providing to its employees all legally required employee benefits and County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employee provided of by the Contractor. Payment for services rendered shall be made upon approval of invoices submitted to County by Contractor.
- 4.3.3 Contractor shall be responsible for providing competent staff to fulfill the requirements set forth in the Statement of Work. All employees to be provided by Contractor must pass their respective County approved competency/skills test(s) and results of said test must be provided to County by Contractor. TTC shall have the right to review and approve potential staff prior to assignment.
- 4.3.4 Personnel provided by Contractor shall at minimum, in addition to the experience and knowledge, skill and/or ability minimum requirements of the position, possess the following:
- A. The ability to work in a complex, fast-paced, and confidential working environment in carrying out assignments.
 - B. The ability and skill to fluently read, write, speak, and understand English.
 - C. Present a neat, businesslike appearance and behave in a professional manner with peers, co-workers, the public, and all levels of personnel with whom the assignment will place the individual in contact. Contractor's employees are subject to reasonable dress codes when assigned to TTC's facility; must conduct themselves in a reasonable manner at all times and must not cause any disturbance; and are otherwise subject to all rules and regulations (Temporary Employees Rules and Regulations, Attachment 2) of the TTC and the County facility in which TTC's operations are located. Contractor shall retain a signed statement in each employee's personnel file that the employee has read and will abide by TTC's Rules and Regulations.
 - D. The ability to handle sensitive materials and perform confidential duties, including refraining from communicating confidential data and/or materials to those who do not have a business need to know.
 - E. Be able to satisfy and pass a criminal background investigation/check, upon request by the County. All Contractor personnel must undergo and pass a finger print background investigation/check prior to assignment and performance of services under any resultant contract. A copy of results shall be provided to TTC at the time of referral. Contractor shall maintain appropriate

EXHIBIT A – STATEMENT OF WORK

documentation in each employee's file of the same. The cost of background checks is the sole responsibility of the Contractor.

- F. All personnel providing services in conjunction with the contract will be required to sign an Employee Acknowledgement and Confidentiality Agreement as set forth in Paragraph 7.5 Confidentiality of this body of the Contract. During the term of the contract, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the TTC Contract Administrator prior to delivery of personnel.

4.3.5 Monetary Losses/Shortages

- a. Contractor shall be liable for all losses/shortages, equal to or greater than ten dollars (\$10) per transaction, resulting from Contractor or Contractor's Employees performance under any resultant Contract.
- b. If TTC determines that there are losses/shortages, TTC will provide a written notice to the Contractor indicating the total amount of the loss/shortage, the date the loss/shortage occurred and the employee responsible for the loss/shortage.
- c. Losses/Shortages in the amount of one hundred dollars (\$100) or greater per transaction shall be basis for immediate dismissal from performing services under any resultant Contract. TTC will immediately notify Contractor of such losses/shortages.
- d. Contractor shall make payment to TTC within thirty (30) days of receipt of TTC's written notice for the total amount of the loss/shortage.

4.4 EMPLOYEE CRIMINAL RECORDS

All Contractor employees are required to undergo a Department of Justice, Live Scan Fingerprint background investigation. No personnel employed by Contractor and providing the services under any resultant contract shall have a criminal conviction record or pending criminal trial for bribery, fraud, receiving stolen property, robbery, embezzlement, theft or forgery, unless such record has been disclosed and employment of the employee for this service has been approved in writing by TTC.

4.5 EMPLOYEE IDENTIFICATION BADGES

The Contractor shall provide all personnel with a standard photo identification badge acceptable to TTC, which indicates the person's name and identification number, name of Contractor, a statement which identifies the person as a Contractor/Contractor Employee for the Los Angeles County Treasurer and Tax Collector, and TTC's telephone number (to be provided to Contractor by the County's Contract Administrator). The format and content of the badge is subject to TTC's approval prior to the Contractor implementing the badge's use. Contractor's employees, while on duty, shall prominently display the photo identification badge on the upper part of their body.

4.6 MATERIALS AND EQUIPMENT

TTC shall provide all materials and equipment necessary for the Contractor to operate under any resultant contract *except that TTC will not be responsible for providing parking for Contractor's staff*. Any damage done to County's real or personal property and/or facilities used or occupied by Contractor's employees beyond wear from normal usage, as determined by TTC's Contract Administrator, shall be repaired at the Contractor's expense, or at the sole discretion of TTC may be repaired by the County and such costs for repairs (including departmental overhead) deducted from payments due to Contractor as a fee for services.

4.7 EMPLOYEE LOCKERS/STORAGE SPACE

TTC shall provide Contractor's employees with storage space/locker for storing employee personal property. However, it is the responsibility of the Contractor to ensure that Contractor's employees have and/or are provided with padlocks to secure employee assigned storage space/locker. The County shall not be responsible for lost or stolen items.

5.0 TEMPORARY PERSONNEL ORDERS AND DELIVERY

- 5.1 Contractor will be required to provide temporary personnel services within twenty-four (24) hours after receipt of TTC's work order.
- 5.2 Prior to arrival of personnel, Contractor shall provide TTC with a list of the personnel (name and identification number) assigned to fill the order, and a status checklist (Technical Exhibit 3) for each employee with supporting documentation. The Status Checklist, signed by the Contractor, shall include certification by the Contractor that each employee: a) has been identified via copy of social security card and a valid photo identification (e.g., State Identification Card, Driver's License, etc.); b) meets the staff minimum requirements as stated herein; c) if applicable, has passed a competency test administered by Contractor and their respective passing score received (a copy of such test must be attached to checklist); and d) has undergone and passed Department of Justice (DOJ) Live Scan fingerprint/background investigation (a copy of investigation results must be attached).
- 5.3 The Contractor shall be responsible for immediately removing and replacing within twenty-four (24) hours any employee working on this contract when requested to do so by the TTC Contract Administrator. Additionally, Contractor shall provide a replacement within 24 hours of any personnel who call in sick or do not show up as scheduled.
- 5.4 If the required number of qualified 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.

6.0 QUALITY CONTROL

The Contractor 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 TTC Contract

EXHIBIT A – STATEMENT OF WORK

Administrator on the contract start date and as changes occur. The plan shall include, but not be limited to, the following:

- 6.1 An inspection system covering the services listed on Technical Exhibit 1 - Performance Requirements Summary (PRS) Chart at the end of this Exhibit A. It must specify the activities to be monitored by the Contractor on either a scheduled or unscheduled basis, how often monitoring will be accomplished, and the title of the individual(s) who will perform the monitoring.
- 6.2 The methods used by the Contractor to identify and prevent deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 6.3 An emergency plan that covers the method for continuing to provide services to the TTC in the event of an emergency that disrupts the Contractor's operations.
- 6.4 Contractor shall maintain a file of all inspections conducted by the County and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of the contract.

7.0 COUNTY'S QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under the resultant contract using the quality assurance procedures as defined in Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance, of the body of the Contract.

7.1 Contract Discrepancy Report (Technical Exhibit 2)

Verbal notification of a Contract discrepancy will be made to the Contractor's Contract Manager as soon as possible whenever a contract discrepancy is identified. The discrepancy shall be resolved within a time period mutually agreed upon by the County and the Contractor. The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued (See attached Technical Exhibit 2). Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor 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 Contract Monitor within ten (10) business days.

7.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to the contract at any time during normal business hours, Monday through Friday, 8: 00 a.m. through 5:00 p.m. However, these personnel may not unreasonably interfere with the Contractor's performance.

8.0 DEFINITIONS

- 8.1 **Acceptable Quality Level (AQL):** A measure to express the allowable leeway or variance from a standard before the TTC will make a finding that the Contractor is not in compliance with a specific contract provision.

8.2 Performance Requirements Summary (PRS): Identifies the key performance indicators of the contract that will be evaluated by the County to assure the Contractor meets contract performance standards (See attached PRS Technical Exhibit 1 – Performance Requirements Summary (PRS) Chart).

8.3 Quality Control Plan: All necessary measures taken by the Contractor to ensure that the quality of service will meet the contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in this Statement of Work.

8.4 User Complaint Forms and Contract Discrepancy Reports: Documents used by TTC to document discrepancies or problems with Contractor's performance; to record explanations of unsatisfactory performance, corrective action taken, and plans to prevent recurrence by the Contractor; and to record action taken by the TTC as a result of its evaluation of the Contractor's response (See attached Technical Exhibit 2 – Contract Discrepancy Report).

9.0 PERFORMANCE REQUIREMENTS SUMMARY

9.1 A Performance Requirements Summary (PRS) Chart, Technical Exhibit 1, listing required services that will be monitored by the County during the term of any resultant contract is an important tool for the County. The purpose of the PRS Chart is to:

9.1.1 List the required services which will be monitored by the TTC during the term of this contract (Column 1);

9.1.2 Identify the performance standards for satisfactory performance (Column 2);

9.1.3 Indicate the maximum allowable degree of deviation from a standard for each requirement (Acceptable Quality Level, AQL) that shall be allowed by the TTC before contract performance is considered unsatisfactory (Column 3);

9.1.4 Explain the quality monitoring method the TTC will use to evaluate the Contractor's performance in meeting the contract requirements (Column 4);

9.1.5 Indicate the monetary deduction for exceeding the maximum deviation for the standard (Column 5).

9.2 The services listed in the PRS are intended to be completely consistent with the contract and with this Statement of Work, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the contract and the Statement of Work. In any case of apparent inconsistency between services as stated in the Contract and the SOW and the PRS, the meaning apparent in the contract and the Statement of Work will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the contract and the Statement of Work, that apparent service will be null and void and place no requirement on Contractor.

9.3 When the Contractor's performance does not conform to the requirements of the contract, the County will have the option to apply the following non-performance remedies:

EXHIBIT A – STATEMENT OF WORK

- 9.3.1 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.
- 9.3.2 Reduce payment to Contractor by a computed amount based on the assessment fee(s) in the PRS.
- 9.3.3 Reduce, suspend or cancel the contract for systemic, deliberate misrepresentations or unacceptable levels of performance.
- 9.3.4 Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform to 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 invoices.
- 9.3.5 This section 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 Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.41 Termination for Convenience of the body of the Contract.

9.4 COUNTY QUALITY MONITORING

On an ongoing basis, Contractor performance will be compared to the contract standards and the AQLs as set forth in the performance Requirements Summary. The TTC may use a variety of inspection methods to evaluate Contractor's performance. These methods may include, but are not limited to:

- 9.4.1 User complaints
- 9.4.2 100% inspection of completeness and quality of work on a periodic basis
- 9.4.3 Adherence to County policies, procedures, rules and regulations

9.5 CRITERIA FOR SATISFACTORY AND UNSATISFACTORY PERFORMANCE

Performance of a listed service is considered satisfactory when the number of discrepancies found by the TTC through contract monitoring does not exceed the AQL standards. When performance is unsatisfactory, the TTC will complete a user complaint form as well as a Contract Discrepancy Report (Technical Exhibit 2), and send these to the Contractor. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Monitor 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 Contract Monitor within ten (10) business days of receipt explaining why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how a reoccurrence will be prevented. The TTC Contract Administrator will, at his/her sole

EXHIBIT A – STATEMENT OF WORK

discretion, evaluate the Contractor's explanation and determine whether full payment, partial payment, or the contract termination process is applicable.

ANTICIPATED WORKWEEK AND STAFFING SCHEDULE*

BANKING AND REMITTANCE PROCESSING AND MAIL SERVICES DIVISIONS		
WORK ASSIGNMENT	PRINCIPAL JOB CLASSIFICATION	NO. OF POS.
Annual Tax Season – 1 st Installment November 1 – December 21 st (Annually)	Account Clerk	6
	Cashier	11
	Clerk	13
	Mail Clerk	2
	Data Entry Clerk	6
	Senior Typist	0
BANKING AND REMITTANCE PROCESSING AND MAIL SERVICES DIVISIONS		
WORK ASSIGNMENT	PRINCIPAL JOB CLASSIFICATION	NO. OF POS.
Annual Tax Season – 2 nd Installment March 1 – April 21 st (Annually)	Account Clerk	6
	Cashier	13
	Clerk	15
	Mail Clerk	2
	Data Entry Clerk	5
	Senior Typist	0
SECURED PROPERTY DIVISION		
WORK ASSIGNMENT	PRINCIPAL JOB CLASSIFICATION	NO. OF POS.
Payment Exception Process January 1 st – February 28 th	Account Clerk	5
	Senior Typist Clerk	
Payment Exception Process June 1 st – July 30 th	Account Clerk	5
	Senior Typist Clerk	
SPECIAL PROJECTS/CIRCUMSTANCES		
WORK ASSIGNMENT	PRINCIPAL JOB CLASSIFICATION	NO. OF POS.
Special Projects/Circumstances January – December	As needed	TBD

* Staffing requirements depicted in this schedule are estimates only and are subject to change based upon actual workload requirements. TTC **does not** guarantee a minimum usage of temporary personnel.

**TREASURER AND TAX COLLECTOR
BANKING AND REMITTANCE PROCESSING**

**TEMPORARY EMPLOYEES
RULES AND REGULATIONS**

1. Sign in and out each day, including lunch break.
2. Wear your Identification Badge at all times on the upper part of your body.
3. Store your personal items in the locker assigned to you. You must bring a lock (and key) for your locker. All items must be removed at the end of your shift and the locker left unlocked.
4. Enter and exit your work area through the Keypad door.
5. Work breaks are to last no longer than 15 minutes and lunch periods are for one-half hour. Tardiness or late return from breaks or lunch will be grounds for dismissal.
6. Alcohol and controlled substances are prohibited on County premises and reporting to work under the influence of alcohol or controlled substances is prohibited and grounds for dismissal.
7. Smoking is prohibited in all County buildings.
8. Dangerous weapons are prohibited on County premises.
9. Appearance and Conduct:
 - a. As a temporary employee for Los Angeles County, you are expected to adhere to reasonable standards of appearance, cleanliness and conduct.
 - b. Male employees must conform to acceptable dress standards for public service employees. It is recommended that male employees wear long trousers with a sport or dress shirt. Undershirts may not be worn as outer garments. Appropriate footwear (shoes or boots) must be worn at all times. Open-heel and toe sandals or shoes or footwear that are not securely held on to the foot are strongly discouraged as they present a potential safety hazard to the wearer. Slippers, scuffs, flip-flops, loungers, or zoris (sandals held on to the foot solely by a thong that passes through the big toe and second toe) are not permitted.
 - c. Female employees must conform to acceptable dress standards for public service employees. It is recommended that female employees wear dresses, pant suits, skirts or slacks, with a blouse or other similar combinations. Female employees must wear appropriate footwear at all times. Open-heel and toe shoes/sandals or footwear that are not securely held on to the foot are strongly discouraged as they present a potential safety hazard to the wearer. Slippers, scuffs, flip-flops, loungers, or zoris (sandals held on to the foot solely by a thong that passes through the big toe and second toe) are not permitted.

EXHIBIT A – STATEMENT OF WORK

- d. Sunglasses are not recommended in work areas unless they are prescription glasses and prescribed for wear inside. Other reasonable standards of dress will be enforced by County/TTC supervisors/managers.
10. No personal items are allowed in the work area.
 11. No food is allowed in the work area. Water (in plastic bottle with sports top) or coffee/tea (in covered mug) is acceptable.
 12. No personal calls are allowed in the work area.
 13. No visitors are allowed in the work area.
 14. All doors must remain locked at all times. Exceptions:
 - Room 417 (Keypad Door) – when entering or leaving the mail/check processing area or when supplies are being delivered.
 - Room 419 (Sliding glass door – Hallway) – when receiving mail from postal section.
 15. Doors are not to be propped open at any time unless supplies are being delivered and then the entrance is not to be left unattended.
 16. Checks must be in double custody at all times. When not being worked with (i.e., waiting for next step), checks must be placed in the appropriate/designated tubs.
 17. If work is incomplete at shift's end, it must be given to the County/TTC supervisor/manager in charge to be locked in the designated safe.
 18. All employees must comply with these rules and regulations. Because of the importance of the rules, temporary employees found to be in violation will be subject to immediate dismissal.
 19. There is a lunch room and men's and women's restrooms, each with a lounge, within the secured area on the first and fourth floors. A refrigerator and microwave oven are also available. The County is not responsible for items stored in the refrigerator.

EXHIBIT A – STATEMENT OF WORK

TECHNICAL EXHIBIT 1 - PERFORMANCE REQUIREMENTS SUMMARY - CHART

Required Service	Performance Standards	Max. Allowable Degree of Deviation from Requirements (Acceptable Quality Level - AQL)	Monitoring Method	Deduction From Contract Price for Exceeding AQL
No personnel shall have a criminal conviction or pending criminal trial unless such record has been fully disclosed and TTC has accepted the employee (SOW 4.4)	Adhere to County requirement	0%	Random sampling; Review of Contractor certification	\$100 per employee per occurrence
Fingerprint and background/record Investigation of personnel prior to assignment to TTC (SOW 4.3.4.E)	Adhere to County requirement	0%	Random sampling; Review of Contractor certification	\$100 per employee per occurrence
Provide personnel upon request (SOW 5.1)	Personnel received within 24 hours of TTC order	10% of the contract personnel per shift	Review of County log	\$25 per employee per day late beyond 24 hours
Provide replacement for “sick” & “no shows” (SOW 5.3)	Replacement personnel received within 24 hours	1 contract personnel per shift	Review of County log	\$20 per employee per occurrence
Provide qualified personnel (SOW 2.0, 4.3)	Personnel meet County requirements for each position	0%	Inspection of personnel work product; User complaints; Random sampling	No payment for employee who fails to meet County requirements.
Unacceptable personnel replaced promptly (SOW 5.3)	Replace within 24 hours	0%	Inspection of personnel work product; User complaints	\$20 per employee per occurrence

EXHIBIT A – STATEMENT OF WORK

Personnel adhere to security requirements (SOW 4.5, 4.7)	Staff adheres to all requirements	0%	Inspection & observation; User complaints	\$20 per employee per occurrence
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**TECHNICAL EXHIBIT 3
STATUS CHECKLIST
FOR TREASURER AND TAX COLLECTOR**

EMPLOYEE NAME: _____

SOCIAL SECURITY #: _____

PHONE NUMBER: _____

EMERGENCY CONTACT: NAME: _____ NUMBER: _____

<input checked="" type="checkbox"/>		<u>Date Completed</u>	<u>Witnessed By</u>
<input type="checkbox"/>	Employee Acknowledge and Confidentiality Agreement form	_____	_____
<input type="checkbox"/>	Orientation Guide	_____	_____
<input type="checkbox"/>	Copy of Social Security and Photo ID	_____	_____
<input type="checkbox"/>	ID Badge Complete	_____	_____
<input type="checkbox"/>	Fingerprint/Background Check	_____	_____
<input type="checkbox"/>	Verify Clear Background Check	_____	_____
<input type="checkbox"/>	Test scores verified/Math Test or 8000 keystrokes per hour	_____	_____
<input type="checkbox"/>	Verified 6 months cashier experience	_____	_____
<input type="checkbox"/>	Verified Windows 98 knowledge. 75% or better on basics-maximum 10 minutes allowed	_____	_____

Position Assigned: _____

Days Assigned: _____

Shift: _____

Hours of Employment: _____

I acknowledge that this file is complete and that _____
(employee name) has no criminal conviction record or pending criminal trial for bribery, fraud,
receiving stolen property, embezzlement, theft or forgery.

Signature of Authorized Agency Representative

Date

Print Name and Title

PRICING SCHEDULE

CONTRACTOR: PDQ PERSONNEL SERVICES, INC.

The schedule of prices listed below indicate cost specific to the principal job classifications associated with Exhibit A, Statement of Work.

JOB CLASSIFICATION	HOURLY BILLING RATE STRAIGHT-TIME	HOURLY BILLING RATE OVERTIME*
ACCOUNT CLERK	\$14.54	\$19.91
CASHIER	14.54	19.91
CLERK	11.67	15.84
MAILROOM CLERK	11.67	15.84
DATA ENTRY OPERATOR	12.63	17.77
SENIOR TYPIST	17.53	24.41

*Hours worked in excess of 8 hours during any workday and 40 hours during a workweek.

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT FOR TEMPORARY PERSONNEL SERVICES

1. Any notice served upon COUNTY shall be addressed as follows or such other place as may hereinafter be designated in writing to CONTRACTOR by TTC:

Name: Mark J. Saladino
Title: Treasurer and Tax Collector
Address: County of Los Angeles
Treasurer and Tax Collector
500 West Temple Street, Room 437
Los Angeles, CA 90012

Facsimile: (213) 626-1812

2. **County Contract Administrator:**

A copy of any notice shall be addressed and mailed to TTC's **Contract Administrator** as follows or such other place as may hereinafter be designated in writing to CONTRACTOR by TTC:

Name: Sharon Perkins
Title: Operations Chief, Banking and Remittance Processing
Address: County of Los Angeles
Treasurer and Tax Collector
500 West Temple Street, Room 425-B
Los Angeles, CA 90012

Telephone: (213) 974-2106
Facsimile: (213) 625-2845
E-mail: sperkins@co.la.ca.us

3. A copy of any notice shall be addressed and mailed to:

Address: County of Los Angeles
Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 464
Los Angeles, CA 90012

Telephone: (213) 974-7360
Facsimile: (213) 687-4857

CONTRACTOR'S ADMINISTRATION**PDQ PERSONNEL SERVICES, INC.**

CONTRACTOR'S NAME

CONTRACT NO. _____

CONTRACTOR'S CONTRACT MANAGER:

Name: Jose Mata
 Title: Project Manager
 Address: 9841 Airport Blvd, Suite 800
 LA, CA 90045
 Telephone: (310) 342 – 3777 Ext. 303
 Facsimile: (310) 342 – 3781
 E-Mail Address: jmata@pdqcareers.com

CONTRACTOR'S ALTERNATE CONTRACT MANAGER:

Name: Frankie Fields
 Title: Alternate Project Manager
 Address: 9841 Airport Blvd., Suite 800
 LA, CA 90045
 Telephone: (310) 342 – 3777 Ext. 306
 Facsimile: (310) 342 – 3781
 E-Mail Address: ffields@pdqcareers.com

CONTRACTOR'S AUTHORIZED OFFICIAL:

Name: Janet C. Ault
 Title: Corp. Secretary
 Address: 777 S. Figueroa St., Suite 2500
 Los Angeles, CA 90017
 Telephone: (213) 408 – 0262 Ext. 251
 Facsimile: (213) 408 – 0261
 E-Mail Address: jault@pdqcareers.com

Notices to Contractor shall be sent to the following address:

Address: 777 S. Figueroa St., Suite 2500
 Los Angeles, CA 90017
 Telephone: (213) 408 – 0262 Ext. 251
 Facsimile: (213) 408 – 0261
 E-Mail Address: jault@pdqcareers.com

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- F1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT

- F2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

CONTRACT FOR
TEMPORARY PERSONNEL SERVICES

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to
Information Technology Contracts only)*

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

CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name _____

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.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACT FOR
TEMPORARY PERSONNEL SERVICES

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to
Information Technology Contracts only)*

(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, Confidentiality, and Copyright Assignment 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.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Non-Employee Name _____

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.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

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

Title 2 ADMINISTRATION
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6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

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.

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.

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.

Title 2 ADMINISTRATION
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CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

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.

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.

SAFELY SURRENDERED BABY LAW

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



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



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saerz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn 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 give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

**1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. 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 brazaletes y el padre/madre recibirá un brazaletes igual.

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

Los padres que cambien de opinión pueden empezar 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 Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.