



County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA
Chief Executive Officer

June 4, 2008

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

Dear Supervisors:

**DEPARTMENT OF CORONER: APPROVE AGREEMENT FOR
CUSTODIAL/RELATED CLEANING SERVICES FOR AUTOPSY SECURITY
AND LABORATORY FLOORS
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Coroner (DOC) is requesting Board approval to enter into an Agreement with Diamond Contract Services, Inc. for specialized janitorial cleaning services of the autopsy security and laboratory floors.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the services can be performed more economically by an independent contractor than by County employees and approve and instruct the Chair to sign an Agreement with Diamond Contract Services, Inc. for specialized custodial/related services effective July 1, 2008 through June 30, 2013, with an option to extend the term for up to two (2) additional one-year and six (6) month-to-month periods at a maximum annual cost of \$261,276.92. This includes a contingency fund of \$34,079.60 per year for each of the five (5) base years and \$22,719.73 per year for each of the two (2) annual renewal periods, if exercised, for emergency and or expanded services within the scope of the Agreement.
2. Authorize the Director, DOC or his designee to exercise the renewal options under the terms of the Agreement; expend up to \$34,079.60 annually during the first five (5) base years and \$22,719.73 for each renewal option year, if

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

exercised, for emergency and or expanded services within the scope of the Agreement; and execute applicable amendments.

3. Authorize the Director, DOC or his designee to increase the amount during the optional term of the Agreement, provided the adjustment does not exceed the consumer price index or the average salary movement granted to County employees during the preceding calendar year, whichever is less, not to exceed three percent annually.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the Agreement award to Diamond Contract Services, Inc. will allow the DOC to secure specialized janitorial services of the autopsy security and laboratory floors to mitigate biological contaminants and provide for employee health and safety for the duration of the contract period.

Since 1997, the DOC has contracted for these specialized services to increase infection control efforts and to address significant health and safety issues on the autopsy security and laboratory floors. The Agreement with Diamond Contract Services, Inc. will provide a highly trained custodial staff devoted solely to the autopsy security and laboratory floors seven (7) days per week, to perform specialized cleaning and removal of biologic and medical waste, thereby reducing the potential exposure to airborne and blood borne pathogens.

Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan Goal 1: Service Excellence - Provide the public with easy access to quality services that are both beneficial and responsive; Goal 3: Organizational Effectiveness - Ensure that service delivery systems are efficient, effective, and goal oriented; and Goal 4: Fiscal Responsibility - Strengthen the County's fiscal capacity.

FISCAL IMPACT/FINANCING

The maximum sum under this Agreement is \$1,919,817.35. The maximum sum includes the annual fee of \$227,197.32 for services provided by Diamond Contract Services, Inc. and \$34,079.60 contingency fund for each of the five (5) base years and \$22,719.73 for the two (2) one-year annual option years.

The DOC estimates a cost savings of approximately \$500,273 by using contracted services.

Funds are available in the approved DOC operating budget and will be encumbered during each fiscal year for the duration of the Agreement and renewal period(s), if renewal options are exercised.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The mandated solicitation requirements for Proposition A and living wage agreements with all regulations pertaining to Chapter 2.121.250 of the County Code, Contracting with Private Businesses, and County Code Section 2.121.380 have been met. The Proposition A cost analysis has been reviewed and approved by the Auditor-Controller.

The award of this Agreement will not result in a reduction of County services (County Code Section 2.121.390).

The recommended contractor agrees to offer employment to County employees on re-employment lists and to Greater Avenues for Independence participants. The contractor will not be asked to perform services which will exceed the approved maximum sum, scope of work, and Agreement dates.

The Agreement is in compliance with County contracting policies and procedures, as set forth by your Board.

CONTRACTING PROCESS

On February 14, 2008, the request for proposal (RFP) was released to the public via the Internal Services Department's (ISD) purchasing website. On February 26, 2008, representatives from 13 interested firms attended the mandatory Proposer's Conference held at DOC. On March 13, 2008, the DOC received a total of three (3) proposals from: UPM: Servicon Systems, Inc.; and Diamond Contract Services, Inc. The selection process was a two-phase approach as follows:

Evaluation Phase I: The proposal was reviewed and rated by DOC Contracts staff for administrative compliance with RFP requirements on a pass/fail basis.

Evaluation Phase II: The Evaluation Committee, consisting of representatives from the DOC, assigned a numerical score to each proposal in accordance with the evaluation document. The Evaluation Committee followed specific evaluation criteria outlined in the RFP and evaluation documents. The proposer's financial capability was rated by the DOC's Fiscal Section and the cost proposal was reviewed and rated by the DOC's Contracts staff.

The proposal from Diamond Contract Services, Inc. was ranked highest by achieving the maximum evaluation score and offering the lowest price. Overall results indicate that Diamond Contract Services, Inc. is a sound contractor with experience in providing

custodial/related services and equipment throughout Southern California. The Evaluation Committee determined that Diamond Contract Services, Inc. has the capability, experienced management team, and ability to meet the requirements of the Agreement. After final analysis and consideration of award, Diamond Contract Services, Inc. was selected without regards to gender, national origin, color, or creed.

IMPACT ON CURRENT SERVICES

The autopsy security and laboratory floors require specialized cleaning due to the high-risk biological functions performed in this area. It is imperative that the health and safety needs of County employees and authorized visitors be maintained in order to mitigate any potential serious illness or injury arising from this high-risk environment. The contracted cleaning service will provide the highly specialized cleaning services required to ensure that this objective is met.

When approved, the Executive Office, Board of Supervisors is requested to return two (2) signed copies of the approved Board letter to the Department of Coroner, Attention: Elizabeth Seung, Contracts Manager.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:RDC

ATH:es

c: Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller
Department of Coroner



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

DIAMOND CONTRACT SERVICES, INC.

FOR

CUSTODIAL/ RELATED SERVICES

76585

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
DIAMOND CONTRACT SERVICES, INC.
FOR
CUSTODIAL/RELATED SERVICES**

This Contract and Exhibits made and entered into this 4th day of JUNE, 200_ by and between the County of Los Angeles Department of Coroner (Coroner), hereinafter referred to as County and Diamond Contract Services, Inc., hereinafter referred to as Contractor.

RECITALS

WHEREAS, the Department of Coroner has the responsibility to provide Custodial/Related services at its facility; and

WHEREAS, County may contract with private businesses for services as authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Custodial/Related Services; and

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

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K and L are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Proposed Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
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- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
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- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Living Wage Ordinance
- 1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments
- 1.12 EXHIBIT L - Payroll Statement of Compliance

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 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

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

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

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be five (5) years 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 this Contract term for up to two (2) additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of seven (7) years and six (6) months. Each such option to extend this Contract shall be exercised at the sole discretion of the Director, Department of Coroner as authorized by the Board of Supervisors.
- 4.3 The Contractor shall notify Coroner when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Coroner at the address herein provided in *Exhibit E - County's Administration*.

5.0 MAXIMUM CONTRACT SUM

- 5.1 The maximum Contract Sum under this Contract shall be the total monetary amount payable by County to Contractor for supplying all tasks, deliverables, goods, services and other work specified under this Contract. All work completed by Contractor must be approved in writing by County. If County does not approve work in writing no payment shall be due to Contractor for that work. The maximum Contract Sum, inclusive of all applicable taxes, authorized by County hereunder, shall not exceed One Million Nine Hundred Nineteen Thousand Eight Hundred Seventeen Dollars and Thirty Five cents. (\$1,919,817.35) and shall be allocated as follows:

\$ 227,197.32 for each year of the five (5) base term years.

\$ 227,197.32 for each year of the two (2) option renewal term years, if exercised.

\$ 18,933.11 for each individual month of the month-to-month option renewal period, if exercised.

- 5.2 Contingency Fund: \$34,079.60 shall be available each year of the base term and each option renewal year of the Contract, if exercised, for emergency or expanded services, at the rates set forth in Exhibit B, Price Schedule. In both cases, use of the contingency fund must be authorized in writing by County's Project Director. In not event shall any annual total expenditure exceed the maximum Contract Sum, including the contingency fund, without prior written approval of the County's Board of Supervisors.
- 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.
- 5.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five

Contract. Upon occurrence of this event, the Contractor shall send written notification to Coroner at the address herein provided in *Exhibit E - County's Administration*.

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

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

5.6 Invoices and Payments

5.6.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B - Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County.

5.6.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.

5.6.3 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.

- 5.6.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A - Living Wage Program:

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

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

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

Department of Coroner
1104 N. Mission Road
Los Angeles, CA 90033
Attn: Accounting Section

- 5.6.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld

- 5.6.7 **Local Small Business Enterprises – Prompt Payment Program**

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

5.7 Cost of Living Adjustments (COLA's)

The contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. Where the County decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY ADMINISTRATION

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

6.1 County's Project Director

Responsibilities of the County's Project Director include:

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

- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

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

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

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

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

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

7.1.3 The Contractor's Project Manager must have a minimum of three (3) years experience managing a project equivalent or similar to the size and complexity as requested herein.

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

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

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall replace staffing within three (3) hours after the employee has been removed from working on the County's Contract.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of County, a 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, up to and including a County performed fingerprint security clearance. 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 the Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

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

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

7.5 Confidentiality

7.5.1 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.

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

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

7.5.4 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the

provisions of the *"Contractor Employee Acknowledgment and Confidentiality Agreement"*, Exhibit G2.

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by Director, Department of Coroner or his designee as authorized by the Board of Supervisors.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director, Department of Coroner or his designee
- 8.1.3 The Director, Department of Coroner or his designee, may at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an

Amendment to the Contract shall be prepared and executed by the Contractor and by the Director, Department of Coroner or his designee.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 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 County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

- 8.5.1 Within 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.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 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 D - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program

(Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this

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

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

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

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

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

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit

evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed;

or (4) any other reason that is in the best interests of the County.

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments

prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

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

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

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

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

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

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

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

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

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

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

8.24 GENERAL 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.

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

Department of Coroner
1104 N. Mission Road
Los Angeles, CA 90033
Attn: Elizabeth Seung, Contracts Manager

prior to commencing services under this Contract. Such certificates or other evidence 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.

8.24.2 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.

8.24.3 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.

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

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

by the Contractor under this Contract.

- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.24.5 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.

8.24.6 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:

- The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- 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.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 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

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

8.25.3 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

8.25.4 Employee Health Care

Contractor shall provide basic health insurance as required under the Living Wage Program. The insurance shall be in the form and amount stated in Contractor's proposal and it must be in force for the duration of the Contract term.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the

Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C, 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.

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

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

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard

to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.28.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this

Contract or under any project, program, or activity supported by this Contract.

- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director, Department of Coroner, or his designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.34 NOTICES

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

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or

"proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 PUBLICITY

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

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of

County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy

of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

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

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

8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the

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

that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

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

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

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

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

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including

those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Department of Coroner
1104 N. Mission Road
Los Angeles, CA 90033
Attn: Elizabeth Seung, Contracts Manager

before any Subcontractor employee may perform any work hereunder.

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

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

8.42 TERMINATION FOR CONVENIENCE

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

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the

Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

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

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

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of

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

- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been

issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

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

8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the

event of the occurrence of any of the following:

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

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

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.48 VALIDITY

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

8.49 WAIVER

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

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established

commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

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

9.1.2 Payment of Living Wage Rates

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

a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than

\$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

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

2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a

minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

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

immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

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

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each

of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (*Exhibit K and Exhibit L*), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

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

to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

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

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date

it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion,

assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

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

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

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

required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with

Los Angeles County Code, Chapter 2.202,
Determinations of Contractor Non-Responsibility and
Contractor Debarment.

9.1.8 Use of Full-Time Employees

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

9.1.9 Contractor Retaliation Prohibited

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

9.1.10 Contractor Standards

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

9.1.11 Neutrality in Labor Relations

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

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

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

9.2.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

9.3 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.3.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.3.2 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 Transitional Job Opportunity vendor.
- 9.3.3 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 Transitional Job Opportunity vendor.
- 9.3.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

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

CONTRACTOR: DIAMOND CONTRACT SERVICES, INC.

By [Signature]
Name DEREK C. SMITH

PRES / CEO
Title

COUNTY OF LOS ANGELES

By [Signature]
YVONNE B. BURKE, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors



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

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

By [Signature]
Deputy

By [Signature]
Deputy

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

By [Signature]
Senior Deputy County Counsel

57 JUN 0 4 2008

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

76585

COUNTY OF LOS ANGELES
DEPARTMENT OF CORONER



EXHIBIT A
STATEMENT OF WORK FOR
CUSTODIAL/RELATED SERVICES

February, 2008

**STATEMENT OF WORK
FOR
CUSTODIAL/RELATED SERVICES**

Contractor shall perform all work required herein at the County of Los Angeles, Department of Coroner (Coroner) located at:

1104 N. Mission Road
Los Angeles, CA 90033

Specific Areas:

1. Security Autopsy Floor
2. Forensic Laboratories Floor

Contractor shall perform work at the service levels and in the intervals set forth herein seven (7) days per week from 2:00 p.m. to 10:00 p.m. Contractor shall commence work on the first official working day as designated by the Coroner and shall continue work throughout the term of the Agreement. The Coroner shall measure Contractors' performance under this Agreement by results, frequency, and method.

Contractor shall be responsible for providing all its employees performing work under this Agreement an annual Tuberculosis (TB) test.

Contractor shall provide mops, brooms, floor scrubbers and other equipment, as needed to perform the services required herein.

Coroner will provide to Contractor all paper and restroom supplies, cleaning solutions and protective wear.

Existing stocks of paper, hand soap, restroom supplies etc., remaining in each County facility at Agreement termination shall not be removed.

1. ADDITION OR DELETION OF FACILITIES/LABORATORIES

Contractor is responsible for providing custodial and related services for all facilities listed herein. Facilities or any portion thereof may be added or deleted during the Agreement term upon at least a ten (10) calendar day written notice by the County. Services provided by Contractor shall meet all of the work requirements set forth herein.

2. ADDITION OR REDUCTION OF SERVICES AND PAYMENT

Payment adjustments shall be made to reflect addition or reduction of services.

- A. For any reduction, such payment adjustments shall be made on a pro-rata basis commensurate with the percentage of reduction in facility square footage occasioned by the reduction of services. Percentage of reduction may be determined by the County.
- B. For any increase, such payment adjustments shall be made commensurate with the percentage of increase in facility square footage occasioned by the increase of services, as mutually agreed by Coroner and Contractor.

- C. The scope of services may also be reduced or increased with regards to the hours and/or days of operation at any County facility covered by this Agreement. Payment adjustments, as applicable, shall be made to reflect such change.

3. CONTRACTOR PERSONNEL

A. Custodial Personnel

1. Contractor shall assign a sufficient number of employees to perform the required work. Contractor shall designate one (1) (On-site Supervisor) employee as principal custodian with full responsibility for directing the entire custodial crew on his/her shift. Each principal custodian shall be authorized to act for Contractor in every detail and shall speak, read, write and understand English.
2. Contractor, at Contractor's expense, shall be willing to certify to County's satisfaction that persons performing custodial services are of sound physical and emotional condition necessary to perform required duties.
3. Contractor's employees are subject to reasonable dress codes when in the facility; shall not bring visitors into the facility; shall not bring in any camera or video or audio recording equipment; shall not bring in any form of weapons or contraband; shall not bring in any alcohol or drugs or be under the influence of alcohol/drugs; are subject to Coroner authorized search by Coroner personnel; shall conduct themselves in a reasonable manner at all times; shall not cause any disturbance in the facility; and otherwise are subject to all rules and regulations of the facility.
4. Contractor shall furnish and require every on-duty employee to wear a company shirt and a visible photo identification badge identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is within the confines of the facility.
5. No person employed by Contractor and assigned to any County facility shall have a high grade misdemeanor, a misdemeanor theft or any felony convictions. County reserves the right to preclude Contractor from employment or continued employment of any individual at the facility.

The County further reserves the right to conduct a background investigation of Contractor's employees at any time, at Contractor's expense, and to bar such employees from the facility as required by the County Project Director. Contractor's employees shall be required to sign appropriate waivers to facilitate background inquiries.

6. All persons assigned by the Contractor to perform services at County facilities shall at all times be employees of the Contractor. Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, any Contractor employee who, in the opinion of the County Project Director or his/her designee, is unsatisfactory, must be removed from service immediately and will be replaced by Contractor within three (3) hours.

7. During the Agreement term, Contractor shall be solely responsible for the provision of all legally required employee benefits. County shall not be responsible for payment of any salaries, taxes, wages, benefits or other compensation to any employees of Contractor.
8. Contractor shall provide the County with a current list of employees/management and keep this list updated during the Agreement term.
9. Contractor shall immediately report to the County Project Manager any accidents, personnel, injuries or incidents and/or loss of equipment, tools and supplies.
10. Contractor shall maintain a high level of security, Contractor's employees shall enter and leave through only specified locations in the facility as specified by the County Project Manager.
11. All Contractor's employees performing services under this Agreement shall have appropriate training as described in Contractor's Training and Health and Safety programs. Written documentation verifying training for all employees shall be provided by Contractor to County on an annual basis.

B. Contractor's Project Manager

1. Contractor shall provide a full-time Project Manager and a designated alternate, who shall be available via telephone at all times. County shall have access to the Contractor Project Manager during all hours even when there is no custodial coverage, 365 days per year. Contractor shall provide a telephone number where Contractor Project Manager may be reached on a twenty-four (24) hour per day basis.
2. Project Manager/alternate shall provide overall management and coordination of all aspect of this Agreement and shall act as a central point of contact with the County. Project Manager shall have at least three (3) years experience in the management and operation of facilities similar in size and complexity as the Coroner facility under this Agreement.
3. Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. Project Manager/alternate shall be able to effectively communicate in English both orally and in writing.
4. Emergency response to the County shall be within two (2) hours of notification or as specified by County.

C. Contractor On-site Supervisor

1. Contractor shall provide an On-site Supervisor knowledgeable in health care hygiene. The On-site Supervisor shall be available during the Agreement work shift, Sunday through Saturday. The On-site Supervisor or lead person shall be knowledgeable in all aspects of the custodial/housekeeping operation and shall have access to the Contractor Project Manager during all hours of shift coverage, 365 days per year.

2. The Contractor Project Manager or On-site Supervisor and the management team shall be acceptable to the County Project Director. Contractor shall assign a Project Manager and On-site Supervisor to the facility for the life of the Agreement. Both shall act in accordance with the general directions of the County Project Director or his/her designee.

4. RULES OF CONDUCT FOR EMPLOYEES

- a. Contractor's employees shall not disturb papers on desks, open drawers or cabinets, use telephone, radios, or television sets, or tamper with personal property.
- b. If the building is occupied by County personnel after normal working hours when Contractor has completed his/her service, Contractor will notify County personnel of their departure and leave the door locked. Contractor shall ensure that persons other than Contractor personnel cannot gain access to rooms, areas, or buildings under the control of its personnel. At no time shall Contractor violate building and/or room security by propping doors open and leaving them unattended during trash removal, etc. All entrance and exit doors shall be locked at all times.
- c. Only those lights necessary for cleaning in the immediate area where employees are working will be lighted. In areas not in use, lights shall be turned off and doors locked before leaving offices that have been cleaned.
- d. The Contractor's On-site Supervisor shall maintain a daily log in which the arrival and departure times of all Contractor's employees and for Subcontractor's employees shall be kept. When employing Subcontractors, the Contractor shall not give keys to any County facility to the Subcontractor. Contractor shall assign someone to open and close entrance doors and stay with Subcontractor until the specific job is completed. Contractor shall maintain a log of all Subcontractors that work in any County facility and submit the log with his/her invoice at the end of each month.
- e. Contractor shall provide a 24-hour emergency telephone number for immediate response to problems related to security in those areas covered by this Agreement.
- f. Contractor and Contractor's employees and/or Subcontractor(s) are prohibited from using any photographic or video equipment and from allowing such devices into the Coroner facility.
- g. Contractor and Contractor's employees and/or Subcontractor(s) shall not conduct nor allow to be conducted, tours or other unauthorized visits by any person not previously approved by the County Project Director or his/her designee.
- h. Contractor shall report fires and any hazardous condition immediately, and items or equipment in need of repair within 24 hours.
- i. Contractor and Contractor's employees shall turn in lost and found articles at the designated office in the Coroner's facility.

5. CONTRACTOR'S OFFICE

- a. The Contractor shall maintain an office in Los Angeles County with a telephone in the firm name by which the Contractor conducts business. The office shall be staffed during normal business hours by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's

performance of the Agreement work. When the office is closed, an answering service shall be provided to receive calls regarding the Contractor's performance of the Agreement work. Calls received by the answering service from County shall be returned by the Contractor within two (2) hours of receipt of the call.

- b. Contractor shall be available to attend all daytime cleaning orientations with building occupants of respective facilities.

6. CUSTODIAL DUTIES – GENERAL REQUIREMENTS

Contractor shall provide to Coroner's Project Manager a weekly Report Schedule at the start of the calendar week listing the Custodial Duties to be performed. The Report Schedule shall include the specific tasks to be performed, the dates of performance, the specific areas that are to be cleaned and the personnel assigned. All "secured areas" (locked or otherwise) shall be opened by Coroner's Department shift supervisor or authorized designee before start of work.

6.1 CUSTODIAL DUTIES – DAILY FOR:

SECURITY AUTOPSY FLOOR AND

FORENSIC LABORATORIES FLOOR (Rooms 220,223 and 236)

A. Daily - Office Areas

1. Sweep and/or damp mop all floor surfaces.
2. Dust all furniture, including desks, tables, file cabinets, window sills, ledges and other dust catching surfaces. Damp wipe and dry all glass tops.
3. Remove fingerprints and smudges from desk and table tops, walls, doors, door jambs, telephones, etc.
4. Empty waste containers, and line waste containers with plastic bags.
5. Gather all waste material and place in appropriate disposal area.
6. Clean door glass and frames.

B. Daily – Bathrooms

SECURITY AUTOPSY FLOOR AND

FORENSIC LABORATORIES FLOOR

1. Clean urinals, basins, showers, toilets, toilet seats, towel and paper fittings to remove all soil and markings. Disinfect with germicidal solution.
2. Clean floors to remove all soil and markings. Disinfect with germicidal solution.
3. Clean and polish metal and mirrors.

4. Clean walls, doors, kick plates, push plates and partitions to remove marks. Disinfect with germicidal solution.
5. Replenish soaps, towels, toilet tissue and seat covers.
6. Service all sanitary napkin dispensers. County will purchase sanitary napkins and retain all monies collected from dispensers.
7. Clean around and underneath face basins and floor drains. Check for build up around faucets and remove.
8. Hand clean behind toilet bowls and in corners.
9. Empty waste containers and replace plastic bags where necessary; wash containers inside and outside.
10. Dust ceiling vents and door louvers.

C. Daily - Showers

1. Clean floors to remove all soil and markings. Disinfect with germicidal solution.
2. Wipe clean walls, partitions, doors to remove all soil and markings. Disinfect with germicidal solution.

D. Daily - Employee Lunch Rooms and Locker Rooms

1. Sweep and damp mop floors.
2. Clean walls to remove marks.
3. Clean furnishings to remove dust and marks.
4. Dust ceiling vents and door louvers.

E. Daily - Control Area, Corridors, X-Ray, Photo Processing and Studio, Gowning Room, Service Room, Identification Room and Laboratories

1. Clean drinking fountains to remove all soil and markings. Disinfect with germicidal solution.
2. Clean floors to remove all soil and markings. Disinfect with germicidal solution.
3. Clean walls, doors and door jambs to remove all soil markings. Disinfect with germicidal solution.
4. Clean sinks and tubs to remove all soil and markings. Disinfect with germicidal solution.
5. Clean counters, tops and sides to remove all soil and markings. Disinfect with germicidal solution.

6. Clean processing counter to remove all soil and markings. Disinfect with germicidal solution.
7. Clean metal kick plates, rails, panels, walls, corner covers, door plates and handles to remove all soil and markings. Disinfect with germicidal solution. Polish.
8. Steam clean wheels and frames of all portable equipment to remove dirt and debris, i.e., cages, table tops and bottoms.
9. Clean desks and files/cabinet exteriors to remove dust and marks.
10. Note: LiveScan Equipment will be cleaned by Coroner personnel only.

F. Daily - Autopsy Rooms - (Custodian to clean after all work is completed by Coroner staff)

1. Clean floors to remove all soil and markings. Disinfect with germicidal solution.
2. Clean walls, including cabinet and shelf exteriors and fixtures to remove all soil and markings. Disinfect with germicidal solution.
3. Clean counters to remove all soil and markings. Disinfect with germicidal solution.
4. Clean Autopsy tables and all surfaces to include wheeled bottoms removing all soil and markings. Disinfect with germicidal solution.
5. Clean sinks, including under surfaces and drain pipes to remove all soil and markings. Disinfect with germicidal solution.

G. Daily - Crypts

1. Clean floors to remove all soil and markings. Disinfect with germicidal solution.
2. Clean up to twelve (12) vacant crypt units as assigned, including table tops, support posts and support arms to remove all soil and markings. Disinfect with germicidal solution.
3. Clean walls and doors to remove all soil and markings. Disinfect with germicidal solution.
4. Clean refrigeration vents. Disinfect with germicidal solution.

Daily – Laboratory Floor (discuss w/J. Muto)

H. Daily - Loading Dock

1. Wash down floors to remove all soil and debris.
2. Clean drain tops.

I. Daily - Various Area

1. Sweep and/or dust stairs, landings, and handrails.
2. Clean custodial closets and keep orderly.
3. Sweep, damp mop, and buff all entrances, lobbies, and hallways.
4. Clean drinking fountains.

J. Daily - All Areas

1. Empty refuse containers. Clean to remove all soil and insert new plastic liner.
2. Clean Fly Traps throughout the area to remove dead insects, flies, etc. from tray.
3. Remove red biohazard bags and put into biohazard containers provided. Replace with new bags.

6.2 CUSTODIAL DUTIES – WEEKLY

SECURITY AUTOPSY FLOOR AND

FORENSIC LABORATORIES FLOOR (Rooms 220,223 and 236)

A. Weekly - Offices

1. Dust lower surfaces of chairs, chair rungs, desk sides, and ledges.
2. Dust top of high cabinets and shelves.
3. Clean and dry face of desk drawers and file cabinets with damp cloth or sponge. Wash and dry waste receptacles, if needed.
4. Dust beneath movable desk files.
5. Wash or polish desk tops, as needed.
6. Clean door knobs, kick plates, and threshold plates.
7. Clean doors and walls.

B. Weekly - Employee Lunchroom and Locker Areas

1. Fridays - Clean floors to remove all soil and markings. Disinfect with germicidal solution.
2. Fridays - Clean all locker exteriors to remove all soil and markings. Disinfect with germicidal solution.

C. Weekly - Autopsy Room - (Custodian to clean after all work is completed by coroner staff)

1. Mondays - Treat all drains with non-Caustic (enzyme) solution to degrease.
2. Tuesdays - Clean ceilings and lights to remove all soil and markings. Disinfect with germicidal solution.

D. Weekly - Loading Dock

1. Clean walls to remove all soil and markings. Disinfect with germicidal solution.

E. Weekly - Various Areas

1. Clean floor drains.
2. Clean telephones.
3. Clean balconies, ledges, etc.

F. Weekly - All Areas

1. Remove and clean air duct grills to remove all soil and markings. Disinfect with germicidal solution.

6.3 CUSTODIAL DUTIES - MONTHLY/TWICE MONTHLY

SECURITY AUTOPSY FLOOR AND

FORENSIC LABORATORIES FLOOR

A. Twice Monthly - Bathrooms

1. Wednesdays - Remove dirt and debris from ceiling lights.

B. Twice Monthly - Control Area, Corridors, X-Ray, Photo, Processing and Studio, Gowning Room, Service Room, Identification Room and Laboratories

1. Wednesdays - Clean and disinfect desk and files/cabinet exteriors.
2. Wednesdays - Remove dirt and debris from ceilings and lights.

C. Monthly - Corridors

1. Apply non-slip finish to floors.

D. Monthly - Office Areas

1. Wednesdays - Apply non-slip finish to floors.
2. Wednesdays - Remove dirt and debris from ceilings and lights.

E. Monthly - Showers

1. Wednesdays - Clean ceilings and lights to remove all soil and markings. Disinfect with germicidal solution.

F. Monthly - Employee Locker Areas

1. Fridays - Apply non-slip finish to floors.
2. Wednesdays - Remove dirt and debris from ceiling lights.

G. Monthly - Crypts

1. Thursdays - Clean ceilings and lights to remove all soil and markings. Disinfect with germicidal solution.

H. Monthly - All Areas

1. Dust high ledges and moldings.
2. Clean all wall and ceiling vents.

6.4 CUSTODIAL DUTIES - PERIODIC

A. Every Sixty (60) days - Control Area, Corridors, X-Ray, Photo, Processing and Studio, Gowning Room, Service Room, Identification Room and Laboratories

1. Strip and reseal floors with non-slip finish.

6.5 CUSTODIAL DUTIES - QUARTERLY

A. Quarterly - Office Areas

1. Wednesdays - Strip and reseal floors with non-slip finish.

B. Quarterly - Employee Locker Areas

1. Fridays - Strip and reseal floors with non-slip finish.

6.6 CUSTODIAL DUTIES - AS NEEDED

A. As Needed - Employee Locker Areas

1. Clean and remove soil and markings. Disinfect with germicidal solution when locker is empty before new assignment.

As Needed - Other

1. Wash waste containers and reline with plastic bags.
2. Perform special cleaning required by Coroner staff; such as alterations to the building; special conferences or events; cleanup work resulting from toilet floods, water pipe breakage, acts of nature such as earthquakes or similar occurrences.

7. SERVICES FOR SPECIAL EVENTS

Contractor shall provide custodial services for all special events and programs which may be scheduled during non-public hours. This shall include evenings and weekends. County will provide notice at least five (5) working days prior to each event. Due to the nature of these functions, Contractor shall provide the necessary services by re-scheduling his/her work force rather than incurring overtime pay.

If Contractor documents to the County's satisfaction that the rescheduling of the work force is not possible and extra work hours are necessary, Contractor shall adhere to the extra hours rate as set forth in Exhibit B, Price Schedule.

8. EXTRA WORK (EMERGENCY/EXPANDED)

- a. "Emergency" is defined as a situation wherein an immediate or quick response is necessary to prevent or lessen injury to persons or property, and time is a critical factor. Contractor shall respond to emergencies within two (2) hours of notice by County.
- b. "Expanded" is defined as an unforeseen increase in the need for services which does not substantially change the amount or scope of work set forth herein.
- c. Extra work for Emergency or Expanded services is any work requested by County that is beyond the scope of the work requirements of this Agreement. Such work shall be compensated as set forth in Exhibit B, Price Schedule multiplied by the number of service hours. Contractor shall provide a written estimate of labor and materials, if applicable, with the work description. Work that exceeds the estimate shall be approved in writing by the County prior to work start or continuation.

9. CALL BACK WORK

Contractor shall perform "call back" work for emergencies and/or special events. Contractor shall respond to emergencies within two (2) hours of notice.

10. EMERGENCY CONDITIONS AT FACILITY

In the case of an emergency or unusual event, all employees of Contractor located on site shall be subject to the direction of the County Project Director.

11. LAWS AND LIMITATIONS

Where the Contractor believes changes in codes, laws, rules and regulations are needed to effect desirable improvements, Contractor shall so indicate.

12. CONTRACTOR FURNISHED ITEMS

- a. Contractor shall provide all personnel, uniforms, tools, equipment, parts, and records/logs necessary to perform the services described herein.
- b. All materials/supplies required to perform this Agreement and not otherwise mentioned as being provided by County, shall be provided by Contractor at his/her expense. Delivery of supplies to County facilities for custodial work shall be at those times and/or routes acceptable to the County Project Director.

- c. Contractor shall be responsible for furnishing and maintaining all equipment necessary to fulfill this Agreement and to accomplish an acceptable and professional level of cleaning. The purchase of all equipment to provide the needed services is the responsibility of the Contractor.
- d. Contractor assumes all risks of loss and damaged materials and equipment stored.
- e. Contractor shall be responsible for providing security of all supplies and equipment used during Agreement term.

13. COUNTY FURNISHED ITEMS

- a. County personnel will be made available to the Contractor at the County Project Director's discretion to answer questions and provide a necessary liaison between Contractor and County. In the case of disputes arising from the quality of work performed, the opinion of the County Project Director shall prevail.
- b. County will provide all cleaning chemicals, safety gear, and utilities, including gas, electricity, and water for on-site facilities. County telephones are for County use only, unless specifically authorized by the County.
- c. No utilities or phones will be provided by County to Contractor if off-site facilities are used.
- d. County will provide storage facilities to Contractor as determined by County. The storage facilities provided will be limited to the existing custodial closets on the Autopsy Security Floor, or as otherwise designated by the County's Project Manager. The storage facilities are to be used for custodial/related cleaning services and personnel assigned to the specified buildings. Contractor is prohibited from use of said storage facilities or any other County property for the conduct of his/her business interests that are not related to or required by each of the specified buildings.
- e. County shall be responsible for maintaining fixed equipment including, but not limited to plumbing, electrical, soap dispensers, etc. Contractor shall inform the designated representative of any repairs required for these fixtures within 24 hours of their discovery. In emergency situations such as broken water pipes, floods, etc., Contractor shall report these discrepancies immediately to the Coroner Procurement Section at (323) 343-0777.
- f. County will provide keys for access at no cost to the Contractor. Contractor shall acknowledge receipt of the keys on a memorandum furnished by the County. All such keys are property of the County and shall be returned to the County upon request of County's Project Director or Manager or the termination of the Agreement. Contractor shall pay twenty-five (\$25.00) dollars for each lost or damaged key.
- g. Duplication of County provided keys is a misdemeanor (California Penal Code, Chapter 3, Section 469).
- h. Expenses related to the rekeying of a building(s) or portion(s) of building(s) made necessary because of the duplication and/or loss of keys by the Contractor shall be paid by Contractor. Contractor shall provide measures to safeguard keys from loss, duplication, or use by unauthorized persons.

- i. County property damaged by Contractor's employees and/or Subcontractor(s) shall be repaired or replaced as determined by County with like kind and quality. The replacement or repair shall be made within the time frame specified by County. If Contractor fails to repair or replace damaged property within the required timeframe, County will deduct costs from Contractor's monthly invoice for all damages incurred as determined by County.

14. INSPECTIONS BY COUNTY

- a. The Contractor's Project Manager or On-site Supervisor shall meet with the County as requested by County. County will inspect facilities to ensure the quality of the custodial/housekeeping services being performed is acceptable. A summary report of findings, including all deficiencies, will be prepared by the County and submitted to Contractor for remedial action.
- b. The County shall inspect the Contractor's performance of custodial/housekeeping operation at least once per week.
- c. Work areas and/or location in County facilities used by Contractor shall be accessible and subject to inspection by County at any time. County may interview Contractor's employees for Agreement compliance.

15. RATE OF PAY, HOURS, AND DAYS OF SERVICE

- a. Contractor shall pay wages subject to the requirements of the County's Living Wage Program (Los Angeles County Code, Chapter 2.201). The Living Wage Program applies to both Contractor and of its subcontractors.
- b. Post wages and benefits. Contractor shall post employee wages and fringe benefits at each site in the custodial room.
- c. Hours of custodial cleaning shall be from 2:00 p.m. to 10:00 p.m., Sunday through Saturday seven (7) days per week. At least one (1) custodian per shift shall speak, read, write and understand English. Each Contractor employee shall sign the log sheet, before their shift begins, and notify Coroner's Department shift supervisor before beginning work.

16. CONTRACTOR RESPONSIBILITY

A. Training

1. Contractor shall provide training programs for all new employees and on-going continuing in-service training for all employees, including, but not limited to, visual aids dealing with the diverse cleaning needs of the Coroner's facility. All Contractor's employees and/or Subcontractor(s) performing services under this Agreement shall have appropriate training as described in Contractor's Training and Safety program. Written documentation verifying training for all employees shall be provided by Contractor to County at a minimum, on an annual basis or as requested by County.
2. Contractor shall provide to County a summary of course material, and training schedules for each of the following:

2.1. Daily Cleaning Items

- a. Daily sanitized cleaning (offices, examining room, sweeping, etc.)
- b. Restroom Maintenance
- c. Corridor Maintenance
- d. Walls
- e. Examining Tables
- f. Floor Care
- g. Miscellaneous:
 - (1) Drinking Fountains
 - (2) Door Glass
 - (3) Walls

2.2. Calendar Scheduled Cleaning

- a. Restrooms
- b. Clean and Wax (Floors)
- c. High Frequency (High & Low Dusting)
- d. Ceiling Vents
- e. Partition Glass
- f. Vertical Transportation
- g. Scrub and Clean Under Stations
- h. Remove Mold and Soil Markings
Disinfect with Germicidal Solution.

B. Contractor's Custodial Storage Area

The Contractor shall maintain and keep clean at all times the Custodial storage area (room) that is provided at the Coroner's facility for storage of supplies and equipment used under this Agreement.

17. RIGHT OF REFUSAL FOR EMPLOYMENT OPENINGS

- a. Employment offers to County's employees shall be under the same conditions and compensation rates that will apply to other individuals who are employed or may be employed by Contractor.
- b. Contractor shall maintain records of each employment offer made to County's employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether an offer was accepted, rejected, or not responded to.
- c. In addition, should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff after the effective date of this Agreement.
- d. County employees who are employed by Contractor under this clause shall not be discharged during the Agreement term except for cause.

18. SOLID WASTE COLLECTION AND REMOVAL

- a. All solid waste generated in the building shall be collected and removed from the building daily and placed into a County provided receptacle. Trash removal and disposal shall be the Contractor's responsibility. Rooms used for the collection of solid waste shall be cleaned daily. Wash inside and out or steam clean daily all cans used for wastes.
- b. All solid waste collected as a requirement of this Agreement shall be removed from the premises and transported to a processing facility for the purpose of remanufacturing or recycling to the extent available. All solid waste not transported to a facility for remanufacture or recycling shall be disposed of only through a solid waste disposal facility that has been certified within the meaning of the Solid Waste Disposal Act (42 U.S.C. 3251 et. seq.), and as amended by the following: Resource Recovery Act of 1970 (Public Law 91-512); The Solid Waste Disposal Act Amendments of 1980 (P.L. 96-482); and The Hazardous and Solid Waste Amendments of 1984 (P.L. 98-616); The Medical Waste Tracking Act of 1988 (P.L. 100-582); The Federal Facility Compliance Act of 1992 (P.L. 102-386) and the Land Disposal Program Flexibility Act of 1996 (P.L. 104-119) which states where such facilities are available. Certifications shall be made by the appropriate state agency responsible for solid waste management, or by the Environmental Protection Agency.
- c. Hazardous Waste: Hazardous medical waste shall be disposed in tied red plastic bags and put into special containers, both provided by the County.

19. PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary (PRS) chart lists the required services which will be monitored by the County during the term of this Contract; the required standard of service, maximum deviation from the standard, method of surveillance, and monetary adjustment for exceeding the maximum deviation from the standard.

20. DEDUCTION CRITERIA

FIFTY (\$50.00) DOLLARS PER SERVICE RATED UNSATISFACTORY (DISCREPANCY) LISTED IN EACH WEEKLY INSPECTION REPORT. WHERE DISCREPANCIES OCCUR, A FOLLOW-UP INSPECTION WILL BE MADE.

UNCORRECTED DISCREPANCIES AT FOLLOW-UP WILL INCUR ADDITIONAL DAMAGE OF ONE HUNDRED (\$100.00) DOLLARS FOR EACH DISCREPANCY PLUS FIFTY (\$50.00) DOLLARS INVESTIGATION FEE. THREE (3) OVERALL UNSATISFACTORY RATINGS PER YEAR MAY, AT COUNTY'S DISCRETION, RESULT IN AGREEMENT TERMINATION.

A deduction of fifty (\$50.00) dollars will be charged if Contractor fails to attend any County/Contractor meeting.

A deduction of fifty (\$50.00) dollars up to the Maximum Deduction will be charged if Contractor fails to abide by services required herein.

PERFORMANCE REQUIREMENTS SUMMARY

The attached chart lists the required services which will be monitored by the County during the term of this Contract; the required standard of service, maximum deviation from the standard, method of surveillance, and monetary adjustment for exceeding the maximum deviation from the standard.

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR UNSATISFACTORY PERFORMANCE
ADMINISTRATIVE SERVICES					
County/Contractor Meeting	Shall be attended by Contractor's representative with administrative authority	0%	100% attendance	\$50 per occurrence	See SOW Para. 20
Rate of Pay, Hours, and Days of Service(s)	Contractor shall be in compliance with Living Wage Program (County Code Section 2.201)	0%	100% inspection on a periodic basis	5% of Total Monthly Contract Cost.	Suspension/Contract Termination
Monthly Time Report	Hours and days of services shall be submitted with invoice each month. Name, SS# and hours worked	0%	100%	5% of Total Monthly Contract Cost.	Delay Payment
Certificate of Insurance	Shall be submitted prior to implementation of Contract	0%	100% inspection	5% of Total Monthly Contract Cost.	Suspension/Contract Termination
Training Program	Document training of each employee	0%	Quarterly check of training records	5% of Total Monthly Contract Cost.	See SOW Para. 20
Uniform and I.D. Badges	Worn by all employees on the job	0%	100% inspection on a periodic basis	5% of Total Monthly Contract Cost.	See SOW Para. 20
Employees Orientated to Job	Employee must have thorough knowledge of facility and its needs	0%	100% inspection on a periodic basis	5% of Total Monthly Contract Cost.	See SOW Para. 20
Employee Speaks and Understands English	Can communicate with public, facility occupants, and County Monitor	0%	100% inspection on a periodic basis	5% of Total Monthly Contract Cost.	See SOW Para. 20

**No deduction will be processed without giving Contractor an opportunity to correct discrepancies.

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR UNSATISFACTORY PERFORMANCE
OFFICE AREA – Security Autopsy Floor and Forensic Laboratories Floor					
Sweep and Damp Mop Floors	Daily Free of dust, dirt, debris, spills, spots, stains, etc.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost.	See SOW Para. 20
Spot Clean/Wash Walls, Doors and Door Jambs	Daily - Free of dust, spills, fingerprints, spots, scuff marks, streaks, etc.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost.	See SOW Para. 20
Clean Ledges, Furniture, Fittings and Telephones	Daily - Free of dust, lint, dirt, fingerprints, spills; furniture arranged in an orderly manner, etc.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost.	See SOW Para. 20
Empty and Clean Wastebaskets and Trash Cans	Daily - Free of trash, odor, dirt, stains, streaks, spills, etc. Must have clean plastic liners.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost.	See SOW Para. 20
Clean Door Glass and Frames	Daily - Free of dirt, stains, streaks, etc.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost.	See SOW Para. 20
Dust Lower Surfaces of Chairs, Chair Rungs, Desk Sides and Ledges	Weekly - Free of dust.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost.	See SOW Para. 20
Dust Top of High Cabinets and Shelves	Weekly - Free of dust and dirt.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost.	See SOW Para. 20
Clean and Dry Face of Desk Drawers and File Cabinets	Weekly - Free of dust, fingerprints, streaks, etc.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost.	See SOW Para. 20
Dust Beneath Movable Desk Files	Weekly - Free of dust.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost.	See SOW Para. 20
Wash or Polish Desk Tops As Needed	Weekly - Free of dust or dirt.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost.	See SOW Para. 20
Clean Doorknobs Kick Plates, and Threshold	Weekly - Free of dust or dirt.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost.	See SOW Para. 20

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PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR UNSATISFACTORY PERFORMANCE
OFFICE AREA - Security Autopsy Floor and Forensic Laboratories Floor					
Spot Wash Doors and Walls	Weekly - Free of dust or dirt.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost.	See SOW Para. 20
Apply Non-Slip Finish to Floors	Monthly – (Wednesdays) Floor waxed.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost.	See SOW Para. 20
Remove Dirt and Debris from Ceilings and Lights	Monthly – (Wednesdays) Free of dirt and debris	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost.	See SOW Para. 20
Strip and Reseal Floors with Non-Slip Finish	Quarterly – Floors Clean and waxed.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost.	See SOW Para. 20

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PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR UNSATISFACTORY PERFORMANCE
BATHROOMS - Security Autopsy Floor and Forensic Laboratories Floor					
Clean Fixtures and Chrome Fittings	Daily – Free of odor, stains, rings, spots, film, etc. Chrome should be free of water marks, streaks, film, etc.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Service all Sanitary Napkin Dispensers.	Daily – All dispensers must be filled to maximum capacity. County will retain all monies collected.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Spot Clean/Wash Walls, Showers, Partitions and Doors	Daily – Free of dust, fingerprints, spots, streaks, cobwebs, etc.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Around and Underneath Face Basins, Floor Drains and Remove Drain Buildup	Daily – Free of buildup, spots and stains.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Traps and Pipes	Daily – Free of dirt and sludge.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean and Polish Metal and Mirrors	Daily – Free of dust, fingerprints, spots, streaks, etc.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Sweep and Mop Floors and Disinfect with Germicidal Solution	Daily – Free of dust, dirt, debris, spots, spillages, stains, etc.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean and Sanitize Toilets, Toilet Seats and Urinals.	Daily – Free of stains, disinfect	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Empty Waste Containers, Replace Plastic Bags, Wash Inside and Outside Container	Daily – Free of trash and stains	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Dust Ceiling Vents and Louvers	Daily – Free of dust and dirt.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Machine Scrub Floor	Daily – Free of dirt and debris	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20

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PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR UNSATISFACTORY PERFORMANCE
BATHROOMS - Security Autopsy Floor and Forensic Laboratories Floor					
Clean Urinals, Basins, Showers, Toilet Seats, Towel and Paper Fittings to Remove All Soil and Markings	Daily – Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Floors to Remove All Soil and Markings	Daily – Free of soil and markings, disinfect	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean and Polish Metal and Mirrors	Daily – Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Walls, Doors Kickplates, Pushplates, and Partitions to Remove Marks	Daily – Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Replenish Soaps, Towels, Toilet Tissues and Seat Covers	Daily – Supplied to maximum capacity.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Walls, Doors, Partitions to Remove All Soil and Markings	Weekly -- (Wednesdays) Free of soil and markings	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Remove Dirt and Debris From Ceilings and Lights	Twice Monthly – (Wednesdays) Free of dirt and debris.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20

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PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR UNSATISFACTORY PERFORMANCE
SHOWERS - Security Autopsy Floor and Forensic Laboratories Floor					
Clean Floors to Remove Soil and Markings	Daily – Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Wipe Clean Walls Partitions, doors to Remove Soil and Markings	Daily – Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Wipe Fixtures, Stools and Doors	Twice Weekly-Mondays & Thursdays Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Ceilings and Lights to Remove All Soil and Markings	Monthly – (Wednesdays) Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20

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PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR UNSATISFACTORY PERFORMANCE
EMPLOYEE LOCKER AREAS - Security Autopsy Floor and Forensic Laboratories Floor					
Sweep and Damp Mop Floors	Daily – Free of dirt	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Walls to Remove Marks	Daily – Free of dirt.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean furnishings to Remove Dust and Marks and Dust Ceiling vents and door Louvers	Daily – Free of dust and marks.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Floors to Remove All Soil and Markings	Weekly – (Fridays) Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean All Locker Exteriors to Remove All Soil and Markings	Weekly – (Fridays) Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Apply Non-Slip Finish	Monthly – (Fridays) Floor waxed.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Remove Dirt and Debris From Ceilings and Lights	Monthly – (Wednesdays) Free of dirt and debris.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Strip and Reseal Floors with Non-Slip Finish	Quarterly – (Fridays) Floor stripped and waxed.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean and Remove Soil and Markings from Empty Locker and Disinfect	As needed – Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20

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PERFORMANCE REQUIREMENTS SUMMARY

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CONTROL AREA, CORRIDORS, X-RAY, PHOTO, PROCESSING AND STUDIO, GOWNING ROOM, SERVICE ROOM, IDENTIFICATION ROOM AND LABORATORIES					
Clean Drinking Fountain to Remove All soil and Markings	Daily – Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Floors to Remove All Soil and Markings	Daily – Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Walls, Doors, Walls, and Door Jams to Remove Soil and Markings	Daily – Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Photo Sink Exteriors to Remove Soil and Markings	Daily – Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Sinks and Tubs to Remove All Soil and Markings	Daily – Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Counter Tops to Remove Soil and Markings	Daily – Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Counter Tops and Sides to Remove Soil and Markings	Daily – Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Fingerprint Tables to Remove Soil and Markings	Daily – Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Metal Kickplates, Rails, Panels, Walls, Corner Covers, Door Plates and Handles To Remove All Soil and Markings and Polish	Daily – Free of soil and markings, disinfect	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Wheels and Frames of All Portable Equipment to Remove Dirt and Debris	Daily – Equipment Free of dirt and debris.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Desk and Files/Cabinets Exteriors to Remove Dust and Marks	Daily – Cabinets Free of dust and marks.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20

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PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR UNSATISFACTORY PERFORMANCE
CONTROL AREA, CORRIDORS, X-RAY, PHOTO, PROCESSING AND STUDIO, GOWNING ROOM, SERVICE ROOM, IDENTIFICATION ROOM AND LABORATORIES					
Clean Walls, Doors, Door Jambs, to Remove All Soil and Markings	Weekly – (Mondays) Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Counter Tops and Sides to Remove Soil and Markings	Weekly – (Wednesdays) Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean and Disinfect Desk and Files/ Cabinet Extensors	Twice Monthly - (Wednesdays) Clean and disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Remove Dirt and Debris From Ceiling and Lights	Twice Monthly – (Wednesdays) Clean and disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Strip and Reseal Floors with Non-Slip Finish	Every sixty (60) days.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Apply Non-Slip Finish to Floors	Monthly – Floor waxed.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20

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PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR UNSATISFACTORY PERFORMANCE
AUTOPSY ROOMS					
Clean Floors to Remove All Soil and Markings	Daily – Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Walls including Cabinet and Shelf Exteriors and Fixtures to Remove Soil and Markings	Daily – Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Counters to Remove Soil and Markings	Daily – Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Autopsy Tables and Wheeled Trunk (Bottom and Frames) and Surfaces to Remove Soil and Markings	Daily – Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Sinks, Under Surfaces and Drain Pipes to Remove Soil and Markings	Daily – Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Autoclaves to Remove Soil and Markings	Weekly – (Mondays) Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Treat All Drains with Non-Caustic (enzyme) Solution to Degrease	Weekly – (Mondays) Drains free of grease	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Ceilings and Lights to Remove All Soil and Markings	Weekly – (Tuesdays) Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20

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REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR UNSATISFACTORY PERFORMANCE
CRYPTS					
Clean Floors to Remove All Soil and Markings Spot Clean Walls – Clean refrigeration vents	Daily – Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Up to Twelve (12) Vacant Crypt Units as Assigned including Table Tops Support Posts and Arms to Remove All Soil and Markings	Daily – Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Walls, Doors to Remove All Soil and Markings	Weekly – (Thursdays) Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Legs, Wheels and Frames of Table Top Units to Remove All Soil and Markings	Weekly – (Thursdays) Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Ceilings and Lights to Remove Soil and Markings	Monthly 0 (Thursdays) Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20

** No deduction will be processed without giving Contractor an opportunity to correct discrepancies.

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR UNSATISFACTORY PERFORMANCE
LOADING DOCK -					
Wash Down Floors to Remove Soil and Debris	Daily – Free of soil and debris.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clothes Drying Cages	Daily – Wash down, steam clean and dry. (Transport cages to and from autopsy floor storage area)	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Walls to Remove Soil and Markings	Weekly – Free of soil and markings, disinfect.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20

** No deduction will be processed without giving Contractor an opportunity to correct discrepancies.

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR UNSATISFACTORY PERFORMANCE
VARIOUS AREAS					
Sweep and/or Dust Stairs, Landings and Handrails	Daily – Free of dirt and dust	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Custodial Closets and Keep Orderly	Daily – Clean and orderly.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Sweep, Damp Mop and Buff All Entrances and Hallways	Daily – Clean at all times.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Drinking Fountains	Daily – Free of dirt or stains.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Floor Drains	Weekly – Free of dirt and debris.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Telephones	Weekly – Free of dirt, dust, fingerprints, etc.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Balconies, Ledges, etc.	Weekly – Free of dirt, dust, fingerprints, etc.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20

** No deduction will be processed without giving Contractor an opportunity to correct discrepancies.

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR UNSATISFACTORY PERFORMANCE
ALL AREAS					
Sweep Down Floors	Daily – Free of dirt and debris	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Empty Refuse Containers, Clean and Insert New Plastic Liner	Daily – Trash can clean and new bags inserted.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Clean Fly Traps	Daily – Free of dead insects, flies, etc.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Remove Red Biohazard Bags and Replace with New Bags	Daily – Bags removed and replaced with new bags	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Separate Biohazard Material from Regular Trash, Where Needed	Daily – Separate items as needed.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Remove and Clean Air Duct Grills to Remove All Soil and Markings	Weekly – Free of soil and markings.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Dust walls, High Ledges and Moldings	Monthly – Free of dust, cobwebs, etc.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Dust/Clean Ceiling Vents	Monthly – Free of dust, film, stains, spills, etc.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20
Perform Special Cleaning as Required by Coroner Staff, Such as Alterations to the Building, Special Conferences or Events Cleanup Resulting from Toilet Floods, Water Pipe Breakage, Acts of Nature Such as Earthquakes or Similar Occurrences	As Needed – Performed as requested.	0%	100% inspection weekly & follow-up inspection of services found unsatisfactory (discrepancies)	15% of Total Monthly Contract Cost for the respective facility	See SOW Para. 20

** No deduction will be processed without giving Contractor an opportunity to correct discrepancies.

SAMPLE
BUILDING INSPECTION

SCHEDULED
FOLLOW-UP

BUILDING: _____

CONTRACTOR: _____

MONITOR: _____

DATE: _____ TIME: _____

<u>DAILY</u>	<u>PERFORMANCE LEVEL</u>		<u>COMMENTS</u>
	<u>A</u>	<u>U</u>	
<u>OFFICES</u>			
- All non-carpeted floor areas swept and/or damp mopped	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Walls and doors cleaned	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Ledges, furniture, fittings and telephones cleaned	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Trash cans emptied and cleaned	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Door glass and frame cleaned	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Furniture dusted	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Cabinet and shelves dusted	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Desk drawer and file cabinets cleaned	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Beneath desk files dusted	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Desk tops washed and polished	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Door knobs, kickplates and threshold plates cleaned	<input type="checkbox"/>	<input type="checkbox"/>	_____
<u>RESTROOMS</u>			
- Fixtures and chrome fittings cleaned	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Dispensers filled with supplies	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Walls, showers, partitions and doors cleaned	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Face basins cleaned around and underneath	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Basin and floor drains free of buildup, spots and stain	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Traps and pipes free of sludge	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Mirrors, kickplates, pushplates clean and polished	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Toilets, toilet seats and urinals cleaned and sanitized	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Trash cans emptied and clean liners	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Ceiling vents and louvers dusted	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Floor scrubbed	<input type="checkbox"/>	<input type="checkbox"/>	_____
<u>BATHROOMS</u>			
- Urinals, basins, showers, toilet seats and paper fittings cleaned	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Floors clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Mirrors and fixtures clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Walls, doors and partitions cleaned	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Soap, towels, toilet tissue and seat covers supplied	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Ceiling and lights cleaned	<input type="checkbox"/>	<input type="checkbox"/>	_____

SAMPLE
BUILDING INSPECTION

SCHEDULED
FOLLOW-UP

BUILDING: _____

CONTRACTOR: _____

MONITOR: _____

DATE: _____ TIME: _____

<u>DAILY</u>	<u>PERFORMANCE LEVEL</u>		<u>COMMENTS</u>
	<u>A</u>	<u>U</u>	
<u>SHOWERS</u>			
- Floor cleaned	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Walls, partitions, curtains cleaned	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Fixtures, stools and doors cleaned	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Ceiling and lights cleaned	<input type="checkbox"/>	<input type="checkbox"/>	_____
<u>EMPLOYEE LOCKER AREAS</u>			
- Floors swept and mopped	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Walls clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Furnishings clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Locker exteriors clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Floors waxed	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Ceiling and lights cleaned	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Empty lockers cleaned and disinfected	<input type="checkbox"/>	<input type="checkbox"/>	_____
<u>RECEPTION, CORRIDORS, X-RAY, PHOTO, SERVICE ROOM, FINGERPRINT AREA</u>			
- Drinking fountain clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Floors clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Walls, doors, door jambs clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Photo sink exterior clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Sinks and tubs clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Counter and tops clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Counter sides clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Fingerprint tables clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Metal kickplates, rails, panels, walls, corner covers, door plates and handles cleaned and polished	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Wheels and frames of portable equipment clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Desk, files & cabinet exteriors clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Ceiling and lights clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
<u>AUTOPSY ROOM</u>			
- Floors clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Walls, cabinet, shelf exteriors and fixtures clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Counters clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Autopsy tables and surfaces clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Sinks, under surfaces and drain pipes clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Autoclaves clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Ceiling and lights clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Drains treated with non-caustic (enzyme) solution to degrease	<input type="checkbox"/>	<input type="checkbox"/>	_____

SAMPLE
BUILDING INSPECTION

SCHEDULED
FOLLOW-UP

BUILDING: _____

CONTRACTOR: _____

MONITOR: _____

DATE: _____ TIME: _____

DAILY

PERFORMANCE LEVEL

COMMENTS

CADAVER ROOM

	<u>A</u>	<u>U</u>	
- Floors clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Crypt units clean, including table tops, support post and arms	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Legs, wheel and frames of table top units clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Ceiling and lights clean	<input type="checkbox"/>	<input type="checkbox"/>	_____

LOADING DOCK

- Dock floor washed	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Walls clean	<input type="checkbox"/>	<input type="checkbox"/>	_____
- Drying cages cleaned and returned	<input type="checkbox"/>	<input type="checkbox"/>	_____

C

N/C

1. STAFF WEARING UNIFORM & I.D. BADGE	<input type="checkbox"/>	<input type="checkbox"/>	_____
2. STAFF SEEMS WELL ORIENTED TO JOB	<input type="checkbox"/>	<input type="checkbox"/>	_____
3. STAFF SPEAKS & UNDERSTANDS ENGLISH	<input type="checkbox"/>	<input type="checkbox"/>	_____
4. TRAINING PROGRAM FOR EMPLOYEES	<input type="checkbox"/>	<input type="checkbox"/>	_____
5. COMPETENT SUPERVISORY STAFF	<input type="checkbox"/>	<input type="checkbox"/>	_____
6. FOLLOW-UP ON COMPLAINTS/REQUESTS	<input type="checkbox"/>	<input type="checkbox"/>	_____

A = Acceptable

U = Unacceptable

C = Compliance

N/C = Non-Compliance

**DEPARTMENT OF CORONER
CUSTODIAL/RELATED SERVICES**

EXHIBIT B

PRICING SCHEDULE

<u>FACILITY</u>	<u>MONTHLY CONTRACT PRICE</u>	<u>ANNUAL CONTRACT PRICE</u>
Department of Coroner 1104 N. Mission Road Los Angeles, CA 90033	\$18,933.11	\$227,197.32

HOURLY RATES SERVICES

Billable Hourly Rates* @ \$12.70

*Hourly Rate for Emergency or Extended Services as required and requested by the County.
The Billable Hourly Rate shall be the entire cost to County for such services.

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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input type="checkbox"/> | No <input type="checkbox"/> |

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

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CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

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2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

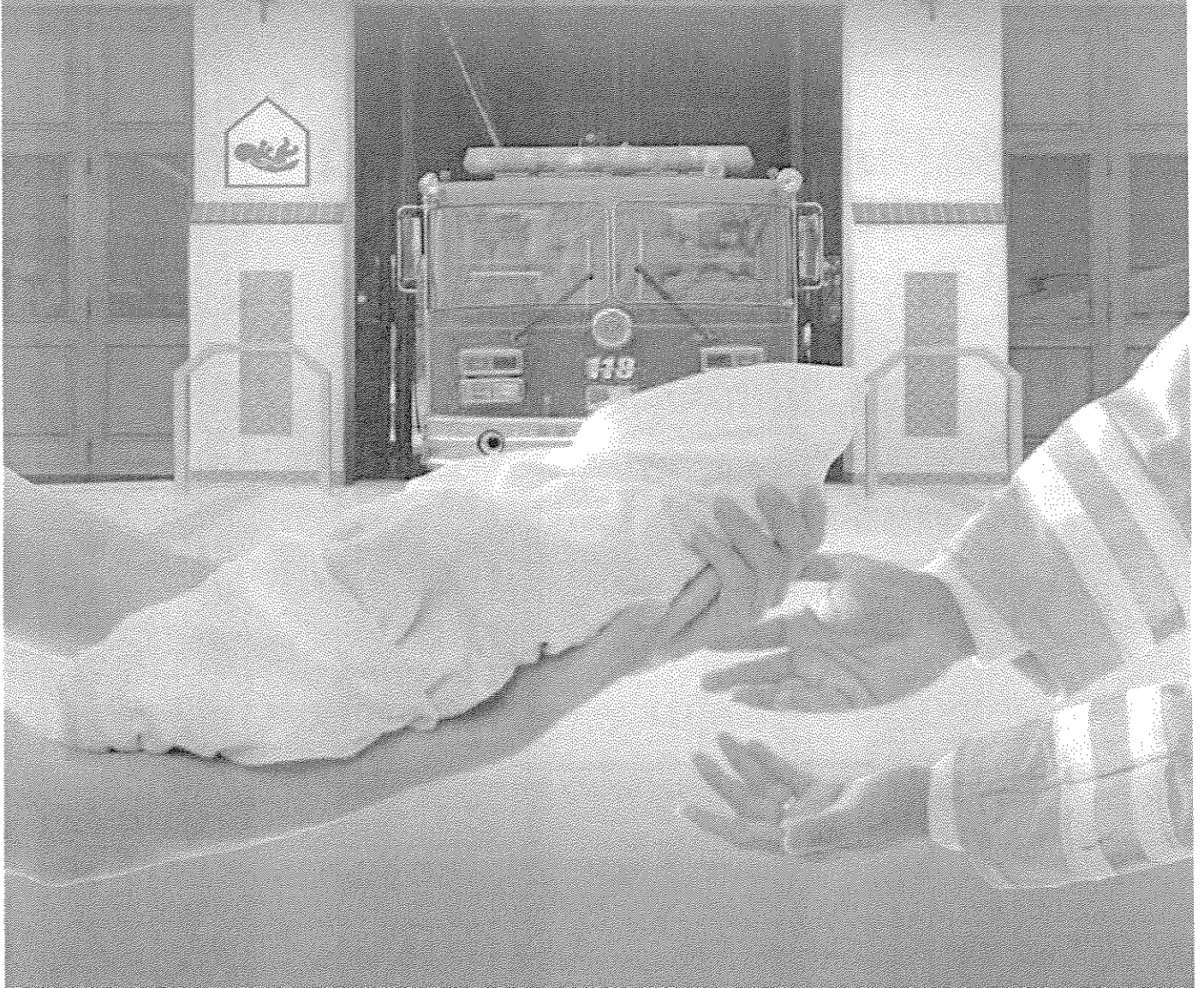
If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafea.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

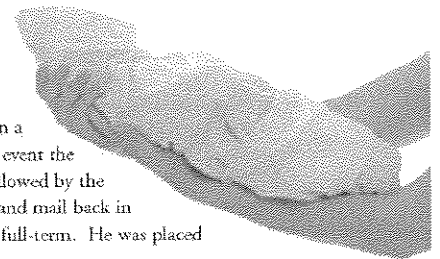
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

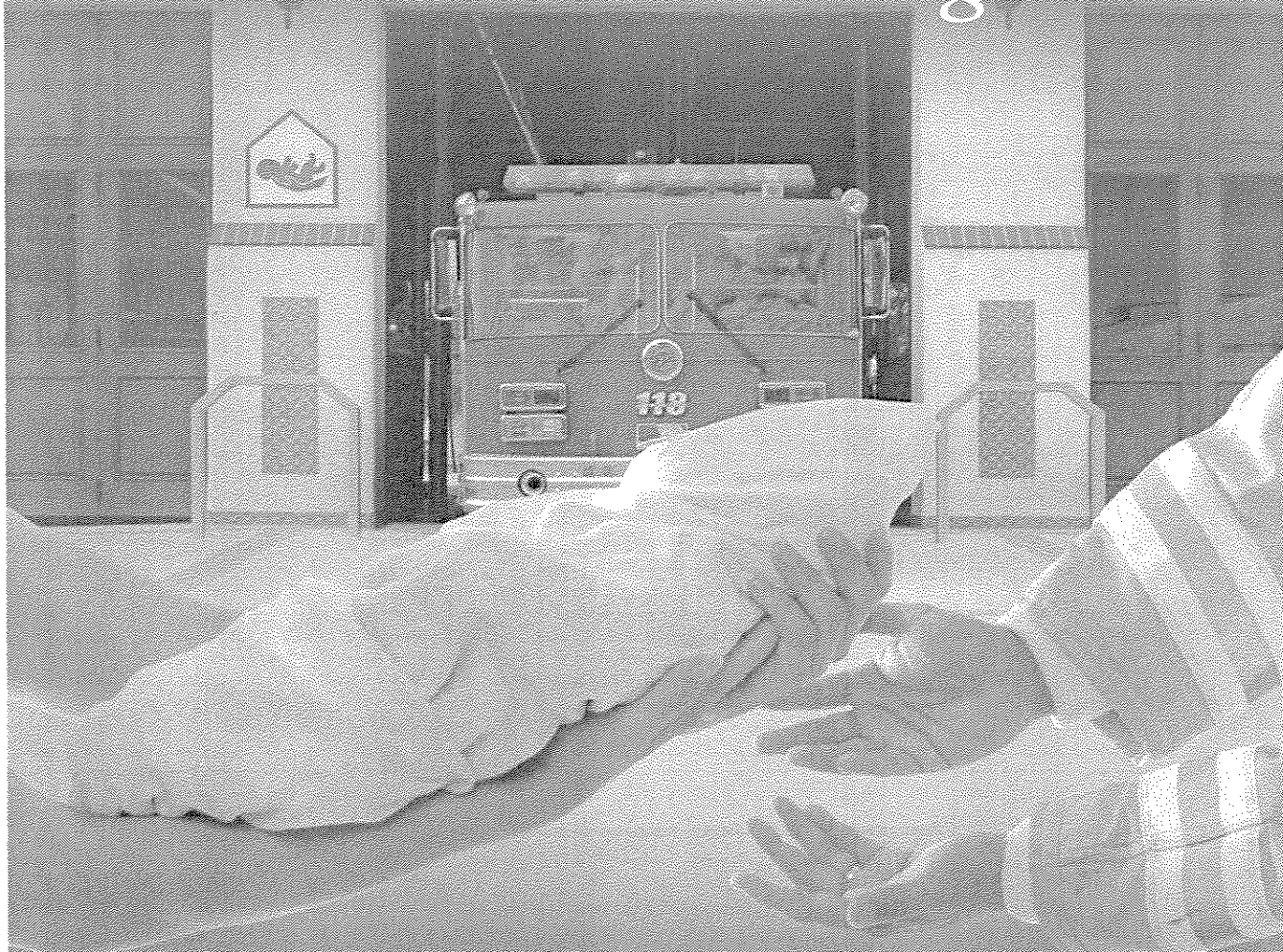
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe1a.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los 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 o el adulto que lo entregue recibirá un brazaletes igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



PROP A - LIVING WAGE PROGRAM EXHIBITS

- J LIVING WAGE ORDINANCE
- K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT
PAYMENTS
- L PAYROLL STATEMENT OF COMPLIANCE

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

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

2.201.020 Definitions.

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

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

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

C. "Employer" means:

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

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

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

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

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

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

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

2.201.030 Prospective effect.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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

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

2.201.040 Payment of living wage.

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

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

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

2.201.050 Other provisions.

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

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

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

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

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

2.201.060 Employer retaliation prohibited.

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

2.201.070 Employee retention rights.

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

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

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

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

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

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

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

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

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

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

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

1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

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

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

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

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

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
-

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

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

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

2.201.100 Severability.

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