



County of Los Angeles Public Library ■ www.colapublib.org
7400 East Imperial Hwy., Downey, CA 90242 ■ (562) 940-8400



Margaret Donnellan Todd
County Librarian

January 12, 2010

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

Dear Supervisors:

**AWARD OF TEMPORARY SUPPORT PERSONNEL SERVICES
CONTRACTS FOR PUBLIC LIBRARY
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Public Library is recommending that the Board of Supervisors approve the proposed contracts with Howroyd Wright Employment Agency, dba AppleOne Employment Services, and Future Personnel Agency, Inc., dba Top Tempo, to provide as-needed temporary support personnel services to the Public Library.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board of Supervisors to sign the proposed contracts with Howroyd Wright Employment Agency, dba AppleOne Employment Services, and Future Personnel Agency, Inc., dba Top Tempo, to provide as-needed temporary support personnel services for a period of three years, with two one-year renewal options, and month-to-month extensions not to exceed a total of six months, at a combined annual amount not to exceed \$400,000. These contracts will become effective upon your Board's approval.
2. Authorize and delegate authority to the County Librarian or her designee to approve and execute amendments to exercise the renewal options and month-to-month extensions not to exceed six months under the terms of the contracts and

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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SACHI A. HAMAI
EXECUTIVE OFFICER

to increase the contract maximum amount, not to exceed ten percent of the total contract amount for a particular contract year due to unanticipated work.

3. Authorize and delegate authority to the County Librarian to approve and execute amendments to implement additions and/or change of certain terms as required by the Board of Supervisors or Chief Executive Officer during the term of the contracts, and to increase the contract maximum amount, limited to the additional amount required to implement such changes, if any.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Public Library to continue to provide temporary support personnel services on an as-needed basis in order to meet peak and critical workload demand, provide coverage during sick leaves and family leaves, and assist in special projects and during emergencies.

The Public Library is recommending two contractors for an award to provide the Department with ample resources, competition, and flexibility in obtaining qualified personnel in the various employment classifications that may be needed to carry out as-needed critical work assignments.

Implementation of Strategic Plan Goals

Approval of the recommended award is consistent with the County's Strategic Plan Goals in the areas of Operational Effectiveness (1) and Community and Municipal Services (3).

FISCAL IMPACT/FINANCING

The Public Library is requesting approval for a combined maximum annual amount not to exceed \$400,000 under these contracts. The contract documents, however, provide that the County guarantees no minimum service or expenditure to the contractors. Funding for the contracts is included in the Public Library's operating budget. Funding for subsequent years will be requested as a part of the Budget process. Actual usage of these contracts will be limited to the existing funds included in the Public Library's Operating Budget.

The contracts do not include any cost-of-living increases.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Public Library met with representatives of SEIU Local 721 on December 8, 2009 to answer questions regarding the proposed contracts.

Under the provisions of Section 2.121.250 through Sections 2.121.420 of the Los Angeles County Code as amended, proposals were solicited for the provision of temporary support personnel services for the Public Library. All requirements of the California Government Code 31000.4 for contracting of temporary support services have been met and there is no conflict of interest. The solicitation permits the award of more than one contract, and the Department has determined that the award of two contracts will provide more flexibility in maintaining operations. It has been the Department's practice for a number of years to have more than one contract available to meet the need for temporary support personnel services, and the award of these contracts is consistent with that practice.

The County is authorized under California Government Code Section 31000.4 to obtain temporary help to assist the County during any peak load, temporary absence, or emergency other than a labor dispute. Use of temporary help under this Government Code Section is limited to a period not to exceed ninety (90) days (720 hours) for any single peak load, temporary absence, or emergency situation.

The contracts contain a provision which requires the contractors to give first consideration for any employment openings to qualified permanent County employees who are targeted for layoffs or on the County's re-employment list during the life of the contracts. The recommended contractors also agree to comply with the Jury Service Program, Safely Surrendered Baby Law, and the recently adopted Defaulted Property Tax Reduction Program.

On final analysis and consideration of the awards, the recommended contractors were selected without regard to gender, race, color, creed, or national origin.

This Board letter has been reviewed and approved by CEO Employee Relations and the Department of Human Resources. In addition, advance copies of the Request for Proposal, the proposed contracts and the Board Letter have been provided to SEIU Local 721.

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

CONTRACTING PROCESS

On September 8, 2009, proposals were solicited, through the Internal Services Department's purchasing website, from vendors listed on Attachment A. The attachment includes vendors listed in the County's Office of Affirmative Action Compliance Community Business Enterprise (CBE) Database.

Advertisements were placed in the *Los Angeles Times*, *The Sentinel*, and a number of bilingual community newspapers published by The Eastern Group. The solicitation information was also made available to prospective contractors listed in the Office of Small Business Database.

The Public Library received a total of twelve proposals on September 23, 2009. Five proposals were disqualified for being non-responsive, and seven proposals were evaluated in October 2009. The CBE information for the seven proposers is summarized in Attachment B.

The proposals were evaluated utilizing an informed averaging scoring method. Each proposal was rated on the following criteria: proposer's qualifications; proposer's approach to providing required services; proposer's quality control plan; and cost. All related evaluation materials and scoring documents were retained. The Public Library also reviewed available resources to assess the recommended contractors past performance, and history of labor law violations.

The Department determined, through the solicitation process, that temporary support personnel services can be performed by Howroyd Wright Employment Agency, dba AppleOne Employment Services, and Future Personnel Agency, Inc., dba Top Tempo. These recommended contractors were ranked the highest overall, and were determined to have the most responsive and responsible proposals.

Two of the non-recommended proposers requested a debriefing. Neither of the two submitted a "Notice of Intent to Request a Proposed Contractor Selection Review."

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contracts as these Contracts are for non-Proposition A services.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they do not constitute a project according to Section 15378 of CEQA.

IMPACT ON CURRENT SERVICES

Approval of these contracts will assure availability of temporary support personnel services to the Public Library for as-needed critical work assignments.

CONCLUSION

Please return an adopted copy of the Board Letter and the contracts to the Public Library and the Office of the County Counsel. In addition, please return to the Public Library two fully executed contracts with original signatures.

Respectfully submitted,



MARGARET DONNELLAN TODD
County Librarian

MDT:TM:MR:bf

Attachments (4)

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

**BIDDERS LIST FOR COMMODITY CATEGORY –
“CONSULTING SERVICES-PERSONNEL/EMPLOYMENT”**

Company Name	Phone	LSBE Certified
22ND CENTURY TECHNOLOGIES, INC 2 EXECUTIVE DRIVE, SUITE 230, , SOMERSET, NJ, 08873	(732) 507-7964	
3CORE SYSTEMS INC 1920 S HIGHLAND AVE STE 225, , LOMBARD, IL, 60148	(630) 748-8156	
A THOUSAND JOYS 10573 WEST PICO BLVD., , LOS ANGELES, CA 90064	(213) 718-1264	
A.S.K. DATA SYSTEMS, INC. PO BOX 766I, , MANCHESTER, MO, 63011-1066	(636) 225-7211	
ABBOTT STAFFING COMPANIES 18000 STUDEBAKER ROAD #610, , CERRITOS, CA 90703	(562) 860-1662 Ext:211	
ABUNDANT CARE 13428 MAXELLA AVENUE #363, , MARINA DEL REY, CA 90292	(310) 588-0284	
ACCESS NURSES, INC. 5935 CORNERSTONE COURT WEST, 3RD FLOOR, SAN DIEGO, CA 92121	(858) 525-0357	
ACCOUNT MANAGEMENT ASSOCIATES (AMPRO) STAFFING 41 E. FOOTHILL BLVD., STE. 106, ARCADIA, CA 91006-2361	(626) 445-2098	
ACRO SERVICE CORPORATION 40 N. ALTADENA DR., , PASADENA, CA 91107-3345	(626) 577-9505 Ext:419	
ACS CONSULTANT COMPANY INC 5225 AUTO CLUB DRIVE, , DEARBORN, MI, 48126	(623) 792-8994	
ACT 1 PERSONNEL STAFFING 16371 BEACH BLVD., STE. 237, , HUNTINGTON BEACH, CA 92647-4160	(310) 750-3457	
ACT 1 PERSONNEL STAFFING 1999 W. 190TH ST., , TORRANCE, CA 90504-6202	(310) 750-3400	
ADDISON INTERNATIONAL PO BOX 8116, , INDUSTRY, CA 91748-3900	(909) 869-8581	
ADMIN BUS SERVICES INC DBA ABS PERSONNEL 711 E. BALL RD SUITE 201, , ANAHEIM, CA 92805	(714) 774-8200	
AEROTEK 6167 BRISTOL PKWY, CULVER CITY, CA 90230-6610	(626) 537-2010	
AFFLALOS INC EXPRESS EMPLOYMENT PROFESSIONAL EXPRESS EMPLOYMENT PROFESSIONAL 3961 SEPULVEDA BLVD STE 206, CULVER CITY, CA 90230	(310) 482-3777	Y
AFRA CONSULTING & SERVICES INC 4551 GLENCOE AVENUE, SUITE 245, MARINA DEL REY, CA 90292	(310) 577-2372	
AHR PHARMACY SOLUTIONS 20532 EL TORO RD, SUITE 302, MISSION VIEJO, CA 92692	(800) 873-3611 Ext: 105	
AJILON PROFESSIONAL STAFFINGAJILON LEGAL AJILON LEGAL, 10940 WILSHIRE BLVD SUITE 850, LOS ANGELES, CA 90024	(310) 443-8660	
ALL'S WELL HEALTHCARE SERVICES 16371 BEACH BVLD.#141, , HUNTINGTON BEACH, CA 92647	(714) 596-2902	

Attachment A

ALLIANCE PERFUSION LLC 1981 SCENIC RIDGE DR, , CHINO HILLS, CA 91709	(714) 847-2920	
ALLIANCE RESOURCE CONSULTING 1 WORLD TRADE CTR., STE. 420, , LONG BEACH, CA 90831-0420	(562) 901-0769 Ext:330	
ALMA PALACIOS 833 N. HAZARD AVE., , LOS ANGELES, CA 90063-3341	(323) 359-4484	
AMERICAN UNIVERSITY OF HEALTHSCIENCES SCIENCES, 3501 ATLANTIC AVENUE, LONG BEACH, CA 90807	(562) 988-2278 Ext:13	
AMEY MANAGEMENT SERVICES P.O. BOX 76077, , LOS ANGELES, CA 90076	(323) 933-9068	
AMICUS 645 N GARDNER ST, , LOS ANGELES, CA 90036-5712	(323) 653-9140	
AMM VENTURES INC.PROMED HEALTHCARE STAFFIN PROMED HEALTHCARE STAFFIN, 665 SAN RODOLFO DRIVE, STE. 124-117, SOLANA BEACH, CA 92075	(858) 481-7880	
AMS CONSULTING 5359 SAN VICENTE BLVD., APT. 99, , LOS ANGELES, CA 90019-2736	(323) 954-9088	
ANCESTRAL ACQUISITIONS 2605 BRIGHTON AVENUE, , LOS ANGELES, CA 90018	(323) 308-8161	
ANDERSON ASSOCIATES STAFFING 6310 SAN VICENTE BLVD., STE. 400, , LOS ANGELES, CA 90048-5427	(323) 930-3170 Ext:13	
ANNE SANDBERGPREDICT SUCCESS PREDICT SUCCESS, 8939 S SEPULVEDA BLVD SUITE 110-705, LOS ANGELES, CA 90293	(310) 306-0980	
ANOTHER PAIR OF HANDS, INC. 3250 WILSHIRE BLVD., STE. 1500, , LOS ANGELES, CA 90010-1608	(213) 387-5534	
AON CONSULTING 707 WILSHIRE BLVD., STE. 5700, , LOS ANGELES, CA 90017-3543	(213) 630-2900	
APLAN INC. 7 CORPORATE PARK, SUITE 250, IRVINE, CA 92606	(949) 720-9698	
APN SOFTWARE SERVICES INC. 39899 BALENTINE DRIVE, SUITE 385, , NEWARK, CA 94538	(510) 623-5042	
APPLIED MGMT. CONSULTANTS 11925 WILSHIRE BLVD., STE. 200, , LOS ANGELES, CA 90025-6618	(310) 285-3607	
APR CONSULTING, INC. 22632 GOLDEN SPRINGS DR., STE. 380, , DIAMOND BAR, CA 91765-5487	(714) 544-3696 Ext:205	
ASPARIAN, LLC 4790 IRVINE BOULEVARD, SUITE 105-137A, , IRVINE, CA 92630	(949) 307-5501	
ASSIGNMENT READY, INC. 26651 AGOURA RD., , CALABASAS, CA 91302-1959	(818) 917-2795	
ASSISTANCE LEAGUE OF SOUTHERNCALIFORNIA VOLUNTEER CENTER OF L A - ATTN: JIM LEAHY, 8134 VAN NUYS BLVD., STE. 200, PANORAMA CITY, CA 91402-4818	(818) 908-5066	
AVANTI CONSULTANTS 6949 DOHENY PL., APT. C, , ALTA LOMA, CA 91701-6101	(909) 948-2496	
B. E. SMITH 9777 RIDGE DRIVE, SUITE 300, LENEXA, KS, 66219	(800) 397-1957	

Attachment A

BACK OFFICE SUPPORT SERVICE 5757 W. CENTURY BLVD., , LOS ANGELES, CA 90045-6401	(323) 934-3655	
BAYARD 4929 WILSHIRE BLVD., STE. 415, , LOS ANGELES, CA 90010-3800	(323) 930-9300 Ext:25	
BAYSIDE RECRUITING LLC 27102 WINGED ELM DRIVE, , WESLEY CHAPEL, FL, 33544	(813) 777-7400	
BECTON CONSULTING FIRMSIR RODERICK E BECTON II SIR RODERICK E BECTON II, 500 S HOBART BLVD STE 203, LOS ANGELES, CA 90020-0000	(515) 422-0682	
BECTON HEALTHCARE RESOURCES 200 WEBSTER ST., STE. 130, , OAKLAND, CA 94607-4108	(510) 273-0240	
BEECHERJACKSON, INC 6024 BEDFORD AVE., , LOS ANGELES, CA 90056-1422	(310) 560-5548	
BEHAVIORAL HEALTH CONCEPTS INCEVALUATION CONCEPTS EVALUATION CONCEPTS, 2716 FORUM BLVD., STE. 4, COLUMBIA, MO, 65203-5450	(573) 446-0405	
BENNETT-STREB & ASSOC. 750 E. GREEN ST., STE. 305, , PASADENA, CA 91101-2134	(626) 793-1897 Ext:201	
BERNARD HODES GROUPREFER 500428-01 340 MAIN ST., , VENICE, CA 90291-2524	(310) 575-4000	
BIDDLE CONSULTING GROUP INC 193 BLUE RAVINE ROAD, SUITE 270, FOLSOM, CA 95630	(916) 294-4250	
BLUEJIREH INCORPORATED 2846-H REGAL CIRCLE, , HOOVER, AL, 35216	(205) 230-1620	
BODEN, INC. ONE EXECUTIVE DRIVE SUITE 280, , SOMERSET, NJ, 08873	(888) 247-6070 Ext:489	
BOTTOM LINE CONSULTING INC 10940 WILSHIRE BLVD., SUITE 1600, , LOS ANGELES, CA 90024	(310) 443-4137	
BPM ADVISORS, LLC 3420 BUENA VISTA AVE, , GLENDALE, CA 91208	(818) 720-7331	
BRAY & ASSOCIATES 301 ATLANTIC AVE., , LONG BEACH, CA 90802-2526	(310) 673-7878	
BRICK ELM LLC 1015 N. LAKE AVE., SUITE 111, PASADENA, CA 91104	(866) 756-7315 Ext:501	
BROADWAY SOLUTIONS 6865 E. WASHINGTON BLVD, , MONTEBELLO, CA 90640	(323) 727-1105 Ext:226	
BUILD REHABILITATION IND. 1323 TRUMAN ST., , SAN FERNANDO, CA 91340-3221	(818) 898-0020	
BURLESON CONSULTING, INC. 950 GLENN DRIVE, SUITE 135, FOLSOM, CA 95630	(916) 984-4651 Ext:12	
BUSINESS RESOURCE GROUP 13545 HAWTHORNE BLVD #200, , HAWTHORNE, CA 90250	(310) 644-2500 Ext:206	
CABRERA CONSULTING SERVICE PO BOX 255073, , SACRAMENTO, CA 95865-5073	(916) 691-3203	
CAK INTERNATIONAL, LLC 17595 HARVARD AVENUE, SUITE C549, IRVINE, CA 92614	(949) 922-7770	

Attachment A

CALIBER ASSOCIATES 10530 ROSEHAVEN ST., STE. 400, , FAIRFAX, VA, 22030-2840	(321) 784-0307	
CALIFORNIA CREATIVE CONSULTINGCONSULT /C3G CONSULT /C3G, 444 WEST OCEAN SUITE 146, LONG BEACH, CA 90802	(949) 282-7664	Y
CALIFORNIA WORKFORCE ASS'N. 1530 J STREET LOFT 300, , SACRAMENTO, CA 95814	(916) 325-1610	
CANOPY RESOURCE SOLUTIONS, INC 26741 PORTOLA PKWY., STE. 1E # 412, , FOOTHILL RANCH, CA 92610-1763	(949) 951-1050 Ext:2	
CARDINAL HEALTH 184 TECHNOLOGY DR., STE. 100, , IRVINE, CA 92618-2457	(949) 453-8430	
CARDINAL HEALTHCARE STAFFING 5665 ATLANTA HIGHWAY SUITE 103-102, , ALPHARETTA, GA, 30004	(800) 980-6511 Ext:303	
CAREERBUILDERGOVERNMENT SOLUTIONS LLC GOVERNMENT SOLUTIONS LLC, 200 N. LASALLE STREET SUITE 1100, CHICAGO, IL, 60601	(310) 498-4800	
CASCADE HEALTHCARE SERVICESLLC 101 NICKERSON ST SUITE 200, , SEATTLE, WA, 98109-1620	(877) 689-0100	
CATHYJON ENTERPRISES, INCDBA: HB STAFFING 2120 MAIN ST., STE. 260, , HUNTINGTON BEACH, CA 92648-6419	(714) 960-2800	
CBIZ ACCOUNTING, TAX ANDADVISORY OF ORANGE COUNTY, INC 2301 DUPONT DR., STE. 200, , IRVINE, CA 92612-7503	(949) 474-2020 Ext:244	
CEDAR ENTERPRISE SOLUTIONS 400 CONTINENTAL BLVD., 6TH FLOOR, EL SEGUNDO, CA 90245-5076	(818) 879-1771	
CGI TECHNOLOGIES & SOLUTIONSINC 350 S. GRAND AVE., STE. 2350, , LOS ANGELES, CA 90071-3433	(213) 613-5414	
CHERRYROAD TECHNOLOGIES 2355 MAIN ST., STE. 130, , IRVINE, CA 92614-4290	(949) 852-9583 Ext:112	
CHG HEALTHCARE SERVICES 6440 MILLROCK DR., , SALT LAKE CITY, UT, 84121	(801) 930-3665	
CHICAGO SYSTEMS GROUP, INC. 180 N. STETSON AVE., STE. 3200, , CHICAGO, IL, 60601-6790	(312) 423-2111	
CHRISTOPHER W. COFER, MPPA 59 S. MERIDITH AVE., APT. 4, , PASADENA, CA 91106-2815	(626) 578-1563	
CHUFFED ENTERPRISES 14007 MORRISON ST., , SHERMAN OAKS, CA 91423-1940	(818) 783-1824	
CIBER INC 650 CALIFORNIA ST 5TH FLOOR, , SAN FRANCISCO, CA 94108-2702	(415) 875-1890	
CLEAR VISION II 3723 WESTSIDE AVE., , LOS ANGELES, CA 90018-4142	(323) 327-1531 Ext:00	
CM CONSULTS 7822 VERAGUA DR., , PLAYA DEL REY, CA 90293-7980	(310) 306-2939	
COLEY AND ASSOCIATES 140 HEIMER ROAD, , SAN ANTONIO TX, TX, 78232	(210) 402-6766	
COMMUNITY OUTREACH ANDOPPORTUNITY PROGRAMS OPPORTUNITY PROGRAMS, 8936 S. SEPULVEDA BLVD., SUITE #202, LOS ANGELES, CA 90045	(310) 649-1016	

Attachment A

COMPASS RECRUITING 756 DAILEY AVE., , SAN JOSE, CA 95123-2958	(408) 227-4405	
COMPUTERWORKS TECHNOLOGIES 711 S VICTORY BLVD, , BURBANK, CA 91502-2426	(818) 244-4484 Ext:104	Y
CONCERNED CITIZENS OF SOUTH CENTRAL LOS ANGELES 4707 S. CENTRAL AVE., , LOS ANGELES, CA 90011	(323) 846-2500	
CONDE GROUP, INC. 1666 GARNET AVENUE SUITE 415, , SAN DIEGO, CA 92109	(800) 838-0819 Ext:107	
CONSTELLATION CONSULTING GROUP 11342 MAPLE ST., , WHITTIER, CA 90601-2616	(562) 695-9377	
CONSULTING DIRECT, INC. 11301 W. OLYMPIC BLVD., # 410, , LOS ANGELES, CA 90064-1653	(310) 445-9811 Ext:239	
COPLEY PRESS INC DAILY BREEZE DAILY BREEZE, 5215 TORRANCE BLVD., TORRANCE, CA 90503	(310) 540-5411 Ext:321	
CORESTAFF SERVICES 16133 VENTURA BLVD., STE. 880, , ENCINO, CA 91436-2438	(818) 906-0810	
CORESTAFF SERVICES 2 NORTH LAKE AVENUE, SUITE 900, PASADENA, CA 91101	(626) 449-7551	
COTELLIGENT 100 THEORY, STE. 200, , IRVINE, CA 92617-3057	(949) 823-1674	
COVENANT INDUSTRIES INC. 3455 S. NOGALES ST., STE. 135, , WEST COVINA, CA 91792-5102	(626) 581-9880	
CPEHR INC 9200 SUNSET BLVD, SUITE 1100, WEST HOLLYWOOD, CA 90069	(310) 385-1067	
CRC INC 531 MAIN ST SUITE 1132, , EL SEGUNDO, CA 90245	(310) 329-7144	
CREATIVE ANSWERS, INC. 5777 WEST CENTURY BOULEVARD, SUITE 910, LOS ANGELES, CA 90045	(323) 481-3584	
CREATIVE RECRUITMENT SOLUTIONS 4080 MCGINNIS FERRY RD., STE. 202, , ALPHARETTA, GA, 30005-1736	(770) 475-8480	
CROSBY & ASSOCIATES, LLC 9505 ARKANSAS STREET, , BELLFLOWER, CA 90706	(562) 252-9504	
CTS EMPLOYMENT SERVICES INC 8447 WILSHIRE BLVD STE 210, , BEVERLY HILLS, CA 90211	(323) 655-1009	
CWH MANAGEMENT SOLUTIONS 9085 E. MINERAL CIR., STE. 350, , CENTENNIAL, CO, 80112-3400	(303) 617-3433	
CYBERLINK TECHNOLOGIES, INC. 6700 FALLBROOK AVE., STE. 126, , WEST HILLS, CA 91307-3553	(818) 340-9696	
CYNOSURE MANAGEMENT SOLUTIONS 3460 WILSHIRE BLVD. SUITE 1126, , LOS ANGELES, CA 90010-2231	(213) 380-9812	
D W MCCALL & DAUGHTERS, INC. DWM GUARDIAN ANGEL & ASSOC. DWM GUARDIAN ANGEL & ASSOC., 39045 FOXHOLM DRIVE, PALMDALE, CA 93551	(661) 947-7131	
DARNELL TECHNICAL SERVICES, INC 1912 N. BROADWAY, STE. 106, , SANTA ANA, CA 92706-2621	(714) 285-0082	

Attachment A

DELOITTE CONSULTING LLP 2868 PROSPECT PARK DR., STE. 400, , RANCHO CORDOVA, CA 95670-6065	(916) 288-3100	
DEVELOPMENT CONSULTING NETWORK PO BOX 713, , COBB, CA 95426-0713	(415) 789-7660	
DEVELOPMENT DIMENSIONS INT'L. 3100 BRISTOL ST., , COSTA MESA, CA 92626-3099	(714) 708-4868	
DILLARD AND ASSOCIATES 3488 E. ORANGETHORPE AVE., , ANAHEIM, CA 92806	(714) 854-9881	
DIRECT HIRE RESOURCES LLC 36536 W. SANTA MARIA STREET, , MARICOPA, AZ, 85238	(520) 280-7272	
DIVERSE CAREERS PO BOX 3024, , CORONA, CA 92878	(951) 479-1350	
DONNOE & ASSOCIATES, INC. 5743 MARCONI AVE., , CARMICHAEL, CA 95608-4413	(916) 486-4317	
DOUGLAS LARSON, PH.D. PO BOX 8457, , REDLANDS, CA 92375	(909) 835-8060	
DR. ROSIE MILLIGAN 1425 W. MANCHESTER AVENUE, SUITE "C", LOS ANGELES, CA 90047	(323) 750-3592	
DR. STEVE ALBRECHT, PHR, CPP 9528 MIRAMAR ROAD, #270, SAN DIEGO, CA 92126	(619) 445-4735	
DUFOUR LAW GROUP DUFOUR LAW OFF/DUFOUR SEMINARS 831 F STREET, , SACRAMENTO, CA 95814	(916) 553-3111	
DYNACOM PROS, INC. 18034 VENTURA BLVD, SUITE 474, ENCINO, CA 91316	(818) 705-7733	
DYNAMIC CONCEPTS 3020 OLD RANCH PKWY., STE. 300, , SEAL BEACH, CA 90740-2751	(714) 894-8080	
DYNAMICS OF BUSINESS INC. P.O. BOX 768, PASADENA, CA 91102	(626) 796-7043	
E-CONSULTING, INC. 9808 HICKORY HOLLOW LN., , IRVING, TX, 75063-5043	(972) 373-9592	
EB JACOBS, LLC 300 S. BURROWES ST, , STATE COLLEGE, PA, 16801-4012	(814) 237-5997	
EGF'S SMALL BUSINESS CONSULTIN 5914 BIXBY VILLAGE DR., APT. 77, LONG BEACH, CA 90803-6315	(562) 985-0996	
ELABOR INC. 5153 CAMINO RUIZ, , CAMARILLO, CA 93012-8663	(858) 259-5284	
ELINK SOFTWARE 10950 CHURCH STREET, SUITE 423, RANCHO CUCAMONGA, CA 91730	(909) 881-0573	
ELITE COMPUTER CONSULTANTS CORD/B/A ECCO SELECT 3101 BROADWAY ST., STE. 460, , KANSAS CITY, MO, 64111-2478	(816) 960-3800	
EMA, INC. 8885 RIO SAN DIEGO DR., STE. 301, , SAN DIEGO, CA 92108-1610	(619) 542-1490	
EMERALD CITY SOFTWARE 3131 WESTERN AVE, SUITE 324, SEATTLE, WA, 98121	(206) 321-5036	

Attachment A

EMLAC COMMUNICATIONS INC. 6601 4TH AVE., , LOS ANGELES, CA 90043-4556	(323) 244-9964	
EMPLOYEE LEASING OF GREATER NYDISTINCTIVE PERSONNEL DISTINCTIVE PERSONNEL, 9225 DOWDY DRIVE SUITE 221, SAN DIEGO, CA 92126	(858) 536-8100	
ENCOMPASS KNOWLEDGE SYSTEMS 100 CORPORATE POINTE, SUITE 210, CULVER CITY, CA 90230	(310) 981-9201	
ENHANCEMENT CONSULTING GROUP 238 VENUS ST., , THOUSAND OAKS, CA 91360-2957	(805) 493-0187	
ENVISION 6317 CAHUENGA BLVD., , NORTH HOLLYWOOD, CA 91606-3907	(818) 754-0253	
EQUATERRA 3 RIVERWAY SUITE 1660, , HOUSTON, TX, 77056	(817) 719-3026	
EQUIFAX INFORMATION SERVICES 2601 SATURN ST., STE. 301, , BREA, CA 92821-6702	(818) 845-8020	
ERGOMETRICS & APPLIED RESEARCH 18720 33RD AVE WEST, STE 200, , LYNNWOOD, WA, 98037	(425) 774-5700	
ERISS 16644 WEST BERNARDO DRIVE, SUITE 100, SAN DIEGO, CA 92127	(858) 675-9800 Ext:214	
ERP ANALYSTS INC 425 METRO PL N STE 510, , DUBLIN, OH, 43017	(866) 534-6031 Ext:7514	
ESTAFFINGPLUS PO BOX 4967, , CULVER CITY, CA 90231-4967	(323) 541-0341	
ESTEEM PERFORMANCE ASSOCIATES P.O. BOX 937, , BONSALL, CA 92003-4709	(858) 546-4373	
EXCELL PERSONNEL 8611 W. CRENSHAW BLVD, SUITE 211, INGLEWOOD, CA 90305	(562) 537-5346	
EXEMPLAR HUMAN SERVICES, LLC 13308 COUNTRY TRAILS LANE, , AUSTIN, TX, 78732	(202) 286-3883	
EXPERIO SOLUTIONS, INC. 18300 VON KARMAN AVE., , IRVINE, CA 92612-1057	(714) 704-0374	
EXPRESS PERSONNEL SERVICES ARDENT VENTURES, INC. ARDENT VENTURES, INC., 1111 N. BRAND BOULEVARD, SUITE J, GLENDALE, CA 91202	(818) 547-9747	
EXPRESS SERVICES GROUP INC 28415 INDUSTRY DRIVE STE 501, , VALENCIA, CA 91355	(661) 257-3207	
FAY CRATON, LMFT PO BOX 90193, , LOS ANGELES, CA 90009	(310) 645-6762	
FEDSOURCES, INC. 8400 WESTPARK DRIVE, 4TH FLOOR, MCLEAN, VA, 22102	(703) 891-5409	
FIREFIGHTER SELECTION, INC. DBA FIRE & POLICE SELECTION INC, 193 BLUE RAVINE ROAD SUITE 270, FOLSOM, CA 95630	(916) 294-4242 Ext:245	
FIREFIGHTER'S ABC'S 9315 BRAQUET AVE., , GILROY, CA 95020	(408) 608-8743	
FORCE OF HOPE EDC 777 WEST 190TH STREET, , LOS ANGELES, CA 90248	(310) 323-2600	

Attachment A

FRANKLIN HILL GROUP 1032 FRANKLIN STREET, , SANTA MONICA CA 90403-2322	(310) 828-3649	Y
FREEDOM HEALTHCARE STAFFING 2600 SOUTH PARKER ROAD, 6-360, DENVER, CO, 80014	(303) 261-1340 Ext:105	
FRONTLINE PUBLICATIONS 22386 SUNLIGHT CRK., , LAKE FOREST, CA 92630-5643	(949) 837-6258	
FUTURE PERSONNEL AGENCY INC. TOP TEMPO, 3731 WILSHIRE BLVD., SUITE 512, LOS ANGELES, CA 90010	(213) 388-7444	Y
G. GOVINE CONSULTING 260 N. MAR VISTA AVENUE, SUITE 2, , PASADENA, CA 91106-1413	(626) 564-0502	
GANS, GANS & ASSOCIATES 4129 E. FOWLER AVE., , TAMPA, FL, 33617-2011	(813) 971-6501 Ext:16	
GARNER CONSULTING 35 N. LAKE AVE., STE. 720, , PASADENA, CA 91101-1856	(626) 440-0399	
GATHERS STRATEGIES, INC. TWO CALIFORNIA PLAZA, 350 SOUTH GRAND AVENUE, SUITE 3070, LOS ANGELES, CA 90071	(213) 291-6199	
GC SERVICES LTD PARTNERSHIP 24411 RIDGE ROUTE DR., STE. 120, , LAGUNA HILLS, CA 92653-1691	(949) 609-0232 Ext:2	
GEOSEARCH INC PO BOX 60789, , COLORADO SPRING, CO, 80960-0789	(719) 575-9100	
GET RESOURCES PO BOX 5323, , NORCO, CA 92860-8011	(708) 844-9610	
GFTA GWYN FOXX TALENT AGENCYGFTA GFTA, 3500 WEST OLIVE AVE STE 300, BURBANK, CA 91505-9122	(818) 973-2732	
GLOBAL DATA RESEARCH SERVICES 2694 E. GARVEY AVE. S., # 350, , WEST COVINA, CA 91791-2113	(626) 472-7788	
GLOBAL ENVIRONMENTAL NETWORK,INC. (GENI) 106 W. 4TH ST., , SANTA ANA, CA 92701-4646	(714) 479-1199	
GLOBAL RESOURCE MANAGEMENT INC 5400 LAUREL SPRINGS PKWY., SUITE 902, SUWANEE, GA, 30024	(770) 729-1007	
GOVERNET 6435 SETTING SUN DR., , HUNTINGTON BEACH, CA 92648-6715	(714) 847-4091	
GOVT STAFFING SERVS INC 1707 VIA EL PRADO SUITE 202, , REDONDO BEACH, CA 90277	(424) 206-1828	
GP CONSULTING 17328 VENTURA BLVD., SUITE 373, , ENCINO, CA 91316	(818) 389-6284	
GRADUATE SCHOOL, USDA 600 MARYLAND AVENUE SW, SUITE 270, WASHINGTON, DC, 20024-2520	(310) 755-8567	
GRANT WRITER PO BOX 4322, , VISALIA, CA 93278-4322	(559) 734-5071	
GSS AMERICA INC 220 W CAMPUS DR, SUITE # 104, ARLINGTON HEIGHTS, IL, 60004-1498	(847) 307-7606 Ext:284	
H.L. YOH COMAPNY, LLC 14140 VENTURA BLVD., STE. 250, , SHERMAN OAKS, CA 91423-2752	(818) 501-5700 Ext:115	

Attachment A

HAR-MAR PO BOX 5339 , BEVERLY HILLS, CA 90209-5339	(323) 291-8270	
HARMONY HOUSESTRATEGIC PLANNING STRATEGIC PLANNING, 1909 NORTH NIAGARA, BURBANK, CA 91505	(818) 425-8021	
HARVARD CONSULTING GROUP, INC 555 CAJON STREET, SUITE A , REDLANDS, CA 92373	(909) 260-2142	
HCL (MASS.),INC 400 CROWN COLONY DRIVE, SUITE 500 , QUINCY, MA, 02169	(617) 328-7131	
HEALTH ENTERPRISES LIFE LONG ALTERNATIVE HOME CARE, 5805 SEPULVEDA BLVD. STE 740, SHERMAN OAKS, CA 91411-2549	(818) 902-5000	
HEALTH TALENT INC. 100 ELK RUN DRIVE, SUITE 115, BASALT, CO, 81621	(303) 953-7972	
HEALTHCARE RESOURCES &TECHNOLOGIES TECHNOLOGIES, 215 THROCKMORTON AVENUE # 3, MILL VALLEY, CA 94941	(415) 381-4051	
HEALTHSOURCE CONSULTING 14 CANYON CREEK VLG. # 21 , RICHARDSON, TX, 75080-1602	(800) 806-1938 Ext:7905	
HELPMATES STAFFING SERVICES 900 WILSHIRE BLVD., STE. 914 , LOS ANGELES, CA 90017-4710	(213) 228-1820	
HIGHER-IT, INC. 34428 YUCAIPA BLVD SUITE E-348 , YUCAIPA, CA 92399	(909) 446-7265	
HOWROYD WRIGHT,DBA APPLEONE EMPLOYMENT SVCS 327 W. BROADWAY , GLENDALE, CA 91204-1301	(818) 240-8688 Ext:3055	
HR MANAGEMENT 462 ELWOOD AVE STE 9 , OAKLAND, CA 94610	(510) 267-0115	
HR OHANA CORPORATION 222 N. SEPULVEDA BLVD., STE. 2000 , EL SEGUNDO, CA 90245-5614	(503) 709-0760	
HUMAN RESOURCE CAPITALCONSULTANTS INC. CONSULTANTS INC., 6236 PASEO COLINA, CARLSBAD, CA 92009-2103	(760) 518-8816	
HUMAN RESOURCES MARKETING 1717 RISING GLEN RD., , LOS ANGELES, CA 90069-1250	(310) 855-1064 Ext:106	
HUMANITY GLOBAL STRATEGIC, LLC 9107 WILSHIRE BLVD SUITE 450 , BEVERLY HILLS, CA 90210	(800) 286-9152 Ext:6	
HUNTER RECRUITMENT ADVISORS 6222 WILSHIRE BLVD., STE. 313 , LOS ANGELES, CA 90048-5193	(323) 525-3400 Ext:111	
IAMC 6244 BIRDIE DR., , LA VERNE, CA 91750-1403	(909) 593-3806	
IDEAL STAFFING SOLUTIONS INC 3535 INLAND EMPIRE BLVD , ONTARIO, CA 91764	(909) 941-3210	
INDUSTRIAL / ORGANIZATIONALSOLUTION, LLC 1127 S. MANNHEIM RD., STE. 203 , WESTCHESTER, IL, 60154-2562	(888) 784-1290	
INFORMATION ANALYTICS, INC. 23418 FERN PL., , MURRIETA, CA 92562-2234	(909) 677-4333	
INFORMATION BUILDERS, INC. 2 PENN PLZ., , NEW YORK, NY, 10121-0101	(310) 426-3042	

INFORMATION TECH. SOLUTIONS 555 W. 5TH ST., STE. 3100, , LOS ANGELES, CA 90013-1010	(213) 996-8323	
INLAND EMPIRE VETERANSEMPLOYMENT COMMITTEE 237 WEST RIVER ROAD, , CORONA, CA 92880	(951) 340-4032	
INLAND STRATEGIES GROUP, INC. 3585 MAIN ST., STE. 208, , RIVERSIDE, CA 92501-2809	(909) 682-2480	
INNOVATIVE LEARNING SYSTEMS 340 5TH ST., , HUNTINGTON BEACH, CA 92648-5120	(714) 374-8242	
INSTITUTE FOR LEADERSHIP DEVELOPMENT 601 S. BRAND BLVD., SUITE 201, , SAN FERNANDO, CA 91340	(818) 365-7734	
INSTITUTE FOR MULTICULTURALRESEARCH AND DEVELOPMENT RESEARCH AND DEVELOPMENT, 345 PIONEER DRIVE #304, GLENDALE, CA 91203	(323) 668-1624	
INTEGRATED RESOURCE MANAGEMENTSERVICES INTEGRATED RESOURCE MANAGEMENT SERVICES, P.O. BOX 1462, BELLFLOWER, CA 90707	(562) 335-7301	
INTELLISWIFT SOFTWARE INC 3190 ARGONAUT WAY, SUITE #210, , FREMONT, CA 94538	(510) 490-9240	
INTERACTION ASSOCIATES, INC. 600 TOWNSEND ST., STE. 550, , SAN FRANCISCO, CA 94103-4945	(415) 241-8000 Ext:625	
INTERETHNICA 7951 ROSEWOOD AVENUE, , LOS ANGELES, CA 90048-2710	(323) 655-5857 Ext:701	
INTERNATIONAL FIELDWORKS, INC. 1626 PUEBLA DR., , GLENDALE, CA 91207-1232	(818) 243-4864	
INTERNATIONAL RESCUE COMMITTEE 425 E COLORADO STREET, SUITE 550, GLENDALE, CA 91205	(818) 550-6220 Ext:6546	
INVANTAS SOLUTIONS CORP. 5482 WILSHIRE BLVD., STE. 129, , LOS ANGELES, CA 90036-4218	(213) 926-3106	
INVESTMENT MANAGEMENTENTERPRISE INC. 2401 26TH RD. S., , ARLINGTON, VA, 22206-2819	(410) 365-8798	
ISPACE, INC. 2141 ROSECRANS AVENUE, SUITE 5175, , EL SEGUNDO, CA 90245	(310) 563-3800 Ext:224	
IT CAREER RESOURCE, INC. 1500 QUAIL ST., STE. 550, , NEWPORT BEACH, CA 92660-2748	(949) 222-5340 Ext:25	
J. JIREH & ASSOCIATES, INC 729 MISSION ST., , SOUTH PASADENA, CA 91030-3069	(818) 361-7188 Ext:204	
JANE KOW & ASSOCIATES 750 VAN NESS AVENUE, SUITE 1204, , SAN FRANCISCO, CA 94102	(415) 567-0367	
JBA INTERNATIONAL, LLC 1192 NORTH LAKE AVENUE, , PASADENA, CA 91104	(626) 844-1400 Ext:320	
JENN INTERNATIONALPERSONNEL AGENCY PERSONNEL AGENCY, 3250 WILSHIRE BLVD., STE. 926, LOS ANGELES, CA 90010-1577	(213) 388-1688	
JENNIFER L. MAGNABOSCO, PH.D. 807 18TH STREET, TH #4, , SANTA MONICA CA 90403	(310) 315-9250	
JENNIFER MONTGOMERY 4730 DON PORFIRIO PLACE, , LOS ANGELES, CA 90008	(323) 376-4699	

Attachment A

JK CORPORATE SERVICES 4927 RUNWAY DR., , FAIR OAKS, CA 95628-8153	(916) 802-9500	
JOAN I ROSENBERG 1663 SAWTELLE BLVD, SUITE 250, LOS ANGELES, CA 90025	(310) 614-0100	
JOHN A BRODERICK INCWORLDBRIDGE PARTNERS WORLDBRIDGE PARTNERS, 25000 AVE STANFORD SUITE 250, VALENCIA, CA 91355	(661) 775-9999 Ext:210	
JOHN ALEXANDER PO BOX 48377, , LOS ANGELES, CA 90048-0377	(323) 309-1144	
JOHN L MENDEZ ARAWAK CONSULTING 8726 S. SEPULVEDA BLVD., A48, LOS ANGELES, CA 90045-4014	(702) 429-1728	
JOHNSTON & COMPANY 6167 BRISTOL PKWY., STE. 140, , CULVER CITY, CA 90230-6611	(310) 410-3905	
JOSEPH M. FABRICATORE, PH.D.A PROFESSIONAL CORPORATION 10780 SANTA MONICA BLVD., STE. 450, , LOS ANGELES, CA 90025-7635	(310) 826-3256	
JOSHUA CASEY CORPORATETRAINING PO BOX 25704, 915 E. KATELLA AVE, #200, ANAHEIM, CA 92825-5704	(714) 245-9440 Ext:104	
JOYCE JAMES SEMINARS 11743 MOUNT VERNON AVE., , GRAND TERRACE, CA 92313-5167	(909) 825-3696	
JRW & ASSOCIATES 13636 VENTURA BOULEVARD, #138, SHERMAN OAKS, CA 91423	(818) 907-0415	
JULIE ORLOV CONSULTING P.O. BOX 1446, , TORRANCE, CA 90505	(310) 379-5855	
JWT SPECIALIZED COMMUNICATIONS 5200 W. CENTURY BLVD., STE. 310, , LOS ANGELES, CA 90045-5923	(310) 309-8279	
KARYN WILLIAMSMANAGEMENT CONSULTANT 6841 S. PAXTON AVE., , CHICAGO, IL, 60649-1602	(773) 752-6841	
KATRINA KENNEDY TRAINING PO BOX 160172, , SACRAMENTO, CA 95816-0172	(916) 448-2258	
KBR SERVICESEXPRESS PERSONNEL SERV. EXPRESS PERSONNEL SERV., 711 FAIR OAKS AVE., SUITE F, SOUTH PASADENA, CA 91030	(626) 844-3562	
KELLY SERVICES, INC. 5757 WILSHIRE BLVD., STE. 106, , LOS ANGELES, CA 90036-3684	(818) 999-2050	
KENDA SYSTEMS, INC. 1 STILES RD., STE. 106, , SALEM, NH, 03079-4863	(714) 596-4080 Ext:22	
KENEXA 2930 RIDGE LINE ROAD, SUITE 200, LINCOLN, NE, 68516	(402) 419-5238	
KH CONSULTING GROUP MANAGEMENT CONSULTANTS, 1901 AVENUE OF THE STARS, STE. 1900, LOS ANGELES, CA 90067-6020	(310) 203-5417	Y
KILLER SEARCH, INC. 1441 HUNTINGTON DR., STE. 1030, , SOUTH PASADENA, CA 91030-4512	(626) 791-5181	
KMS GROUP 4425 PACIFIC COAST HWY., SUITE 117, , TORRANCE, CA 90505-5671	(310) 999-8872	
KNOWLEDGE TRANSFER, LLC 1622 PIONEER WAY., , EL CAJON, CA 92020-1636	(619) 447-4200	

Attachment A

KOOSHAREM CORPORATION SELECT STAFFING, 777 SOUTH FIGUEROA STREET SUITE 2500, LOS ANGELES, CA 90017	(213) 408-0262 Ext:209	
KOOSHAREM CORPORATION SELECT STAFFING, 5127 LAUREL CANYON BLVD, NORTH HOLLYWOOD, CA 91607	(213) 408-0262 Ext:227	
KOOSHAREM CORPORATION SELECTSTAFFING, 4332 E. SOUTH STREET, LAKEWOOD, CA 90712	(562) 644-2562	
KT-PROFESSIONAL MEDICALSTAFFING & HOME CARE INC., 950 FULTON AVE., STE. 205, , SACRAMENTO, CA 95825-4503	(916) 482-8677	
L & A CONSULTING 1200 S. HOLT AVE., , LOS ANGELES, CA 90035-2452	(310) 845-4995	
LA CONSULTING AND MANAGEMENT PO BOX 156, , WALNUT, CA 91788-0156	(909) 613-9995	
LADERA CAREER PATHS INC 6820 LA TIJERA BLVD., STE. 217, , LOS ANGELES, CA 90045-1931	(310) 568-0244	
LANTECH PC SYSTEMS 4288 LINCOLN BLVD., , MARINA DEL REY, CA 90292-5655	(866) 306-5590	
LATPRO INC 3050 UNIVERSAL BLVD; SUITE 120, , WESTON, FL, 33331	(786) 768-2401	
LAW OFFICES OF GAIL KAPLAN P.O. 241926, , LOS ANGELES, CA 90024	(310) 826-2828	
LEADERSHIP STRATEGIES, INC 56 PERIMETER CENTER EAST, SUITE 103, , ATLANTA, GA, 30346	(770) 454-1440 Ext:25	
LEADING EDGE SOLUTIONS, LLC 2981 SAINT GREGORY RD., , GLENDALE, CA 91206-1917	(818) 749-6330	
LEARNING COMMUNICATIONS, LLC 38 DISCOVERY, SUITE 250, , IRVINE, CA 92618	(515) 440-0890	
LIBRARY ASSOCIATES, INC. 6500 WILSHIRE BLVD., STE. 2240, , LOS ANGELES, CA 90048-4920	(323) 302-9434	
LIFE DESIGN INTERNATIONALNLP TRAINING CENTER PO BOX 22430, , SANTA FE, NM, 87502-2430	(505) 982-1980	
LILLESTRAND AND ASSOCIATES 2729 BROOKSIDE DRIVE, , CHINO HILLS, CA 91709	(951) 805-9192	
LINEA SOLUTIONS 10940 WILSHIRE BLVD., STE. 600, , LOS ANGELES, CA 90024-3940	(310) 443-4191	
LINTAS LLC 566 W. ADAMS ST., STE. 450, , CHICAGO, IL, 60661-5789	(312) 681-5400	
LODESTONE ADVENTURES INC. PO BOX 414, , BIG BEAR LAKE, CA 92315-0414	(909) 866-2829	
LOFTON ENTERPRISES 5132 S. GARTH AVE., , LOS ANGELES, CA 90056-1110	(323) 298-1584	
LTGB LIMITED 32 S. RAYMOND AVE., STE. 11, , PASADENA, CA 91105-1962	(626) 796-6801	
M&M CONSULTING AND PROJECTMANAGEMENT 5073 CARRIAGE DRIVE, , EL SOBRANTE, CA 94803	(510) 691-7274	

Attachment A

M.LUI AND ASSOCIATES 553 GERONA AVE., , SAN GABRIEL, CA 91775-2227	(626) 287-6603	
MAC INCORPORATED 1743 S. DOUGLASS ROAD, SU, , ANAHEIM, CA 92806	(714) 634-3905	
MALAGON RESOURCES INC. 31878 DEL OBISPO ST., STE. 118, , SAN JUAN CAPO, CA 92675-3224	(949) 388-8661	
MALCOLM PIRNIE, INC. 104 CORPORATE PARK DRIVE, , WHITE PLAINS, NY, 10602	(213) 614-9002	
MALCOM THOMAS ENTERPRISES 16654 SOLEDAD CANYON RD., 192, CANYON COUNTRY, CA 91387-3217	(661) 645-9768	
MANAGED RESOURCES, INC.DBA: ASAP STAFFING 11 GOLDEN SHORE, STE. 360, , LONG BEACH, CA 90802-4280	(562) 499-2190	
MANAGEMENT ACTION PROGRAMS INC 4725 HAZELTINE AVE., , SHERMAN OAKS, CA 91423-2326	(818) 515-6000	
MANAGEMENT ANALYSIS,INC 2159 AVENIDA TORONJA, , CARLSBAD, CA 92009-8707	(760) 634-7780	
MANAGEMENT DYNAMICS, INC. 1155 S. CAMINO REAL, , PALM SPRINGS, CA 92264-8440	(760) 778-1889	
MANAGEMENT HEALTH SVS.ABETTA CARE ABETTA CARE, 3201 W. COMMERCIAL BLVD., SUITE 116, FORT LAUDERDALE, FL, 33309	(866) 943-5884 Ext:473	
MANAGEMENT RECRUITERS GLENDALEMR OF GLENDALE 315 ARDEN AVE., STE. 12, , GLENDALE, CA 91203-1158	(818) 956-0400	
MANDALAY ASSOCIATES LLC 190 EL CERRITO PLZ., PMB 226, EL CERRITO, CA 94530-4002	(510) 526-4651 Ext:11	
MANPOWER, INC.DOWNTOWN LOS ANGELES BRANCH 707 WILSHIRE BLVD, 707 WILSHIRE BLVD., SUITE 4360, LOS ANGELES, CA 90017	(213) 627-6260	
MARAVILLA FOUNDATION 5729 EAST UNION PACIFIC, , COMMERCE, CA 90022	(323) 869-4507	
MARY M. WALLER SIMMONS 1938 VIRGINIA RD., , LOS ANGELES, CA 90016-1730	(323) 732-6102	
MARY MILLER 1258 N. ALTADENA DR., , PASADENA, CA 91107	(626) 398-7789	
MAXIMUM SUCCESS 23019 ELM GLEN CIR, , VALENCIA, CA 91354	(818) 606-0008	
MAXIMUM TECHNOLOGY SOLUTIONS 20941 DEVONSHIRE ST., STE. 204, , CHATSWORTH, CA 91311-8281	(818) 865-2320 Ext:105	
MAXIMUS INC. 10474 SANTA MONICA BLVD., STE. 208, , LOS ANGELES, CA 90025-6930	(310) 475-8001	
MAXIMUS, INC. 11419 SUNSET HILLS RD., , RESTON, VA, 20190-5207	(703) 251-8500 Ext:636	
MCCANN INVESTIGATIVES 2915 S. DEL NORTE AVE., , ONTARIO, CA 91761-7027	(909) 947-9709	
MCDERMOTT & BULL, INC. 2 VENTURE, SUITE 100, , IRVINE, CA 92618	(949) 753-1700 Ext:317	

Attachment A

MDJC INCLINK STAFFING SERVICES LINK STAFFING SERVICES, 15415 FAIRGROVE STREET, LA PUENTE, CA 91744-1619	(626) 919-0695	
MEDIATING SOLUTIONS 11684 VENTURA BLVD., STE 239, STUDIO CITY, CA 91604	(818) 400-5670	
MEDSEARCH FINANCIAL INC. 940 SOUTH COAST DR. SUITE #110, , COSTA MESA, CA 92626	(714) 668-8700	
MENTOR 4, INC. 1225 W. 190TH ST., STE. 100, , GARDENA, CA 90248-4336	(310) 851-2060	
MERCER HUMAN RESOURCECONSULTING 3131 E. CAMELBACK RD., STE. 300, , PHOENIX, AZ, 85016-4536	(602) 522-6539	
MICHAEL L. STINE 4845 PARKGLEN AVE., , LOS ANGELES, CA 90043-1011	(323) 294-8271	
MICRO BUSINESS SOLUTIONS INC 6082 FRAGRANS WAY, , WOODLAND HILLS, CA 91367	(818) 324-4160	
MIDCITY JOB FORCE 3509 W. 113TH ST., , INGLEWOOD, CA 90303-2204	(310) 419-2268	
MIGHTY DESIGNS 1501 E. ORANGETHORPE AVE., STE. 130, , FULLERTON, CA 92831-5208	(714) 525-0882	
MIGLIORE CONSULTING SERVICES 205 CERRO STREET, , ENCINITAS, CA 92024	(760) 632-8803	
MILITARY STARS LLC 6497 PARKLAND DRIVE, SUITE G, , SARASOTA, FL, 34243	(941) 684-0133 Ext:181	
MOBILE OFFICE ASSISTANTS 920 W. 17TH ST., STE. A, , SANTA ANA, CA 92706-3576	(714) 443-3335	
MODIS, INCORPORATED 1230 ROSECRANS AVE., STE. 210, , MANHATTAN BEACH, CA 90266-2477	(310) 727-1919 Ext:261	
MORAN & ASSOCIATESAA COMPUTERS AA COMPUTERS, PO BOX 13271, TORRANCE, CA 90503	(310) 781-0739	
MORRIS & BERGER 201 S. LAKE AVE., STE. 700, , PASADENA, CA 91101-3068	(626) 795-0522	
MORRISONMCNABB 20 CURTIS AVE., , SAN RAFAEL, CA 94901-2007	(415) 459-3291	
MOTIVATIONAL SYSTEMS INT'L 11867 MOUNT ROYAL CT., , RANCHO CUCAMONGA, CA 91737-7954	(626) 222-2007	
MRG GLOBAL, INC. 11707 FAIR OAKS BLVD., , FAIR OAKS, CA 95628-2848	(916) 860-8656	
MTS ADVANCED CORP 22817 VENTURA BLVD., # 448, , WOODLAND HILLS, CA 91364-1202	(818) 884-3500 Ext:113	
MULTI ASSET PERSONNEL PO BOX 1224, , PARAMOUNT, CA 90723-1224	(310) 637-8072	
MULTISTATE ASSOCIATES 3931 LOS OLIVOS LN., , LA CRESCENTA, CA 91214-1629	(818) 248-5900	
NANCY ERBE 3565 LINDEN AVENUE 306, , LONG BEACH, CA 90807	(310) 243-2805	

Attachment A

NAS RECRUITMENT COMMUNICATIONS 15303 VENTURA BLVD., STE. 1050, , SHERMAN OAKS, CA 91403-5862	(818) 906-3313 Ext:40	
NAT'L INSTITUTE FOR PREVENTIONOF WORKPLACE VIOLENCE INC OF WORKPLACE VIOLENCE INC, 22701 WOODLAKE LANE, LAKE FOREST, CA 92630	(949) 770-5264	
NATIONAL BUSINESS SOLUTIONS 14151 NEWPORT AVE., STE. 100, , TUSTIN, CA 92780-5174	(714) 368-0300	
NATIONAL COUNCIL ON THE AGING 1020 N. FAIR OAKS AVE., , PASADENA, CA 91103	(626) 791-5010	
NATIONAL STAFFING SOLUTIONS,INC. 4031 AVALON PARKWAY BLVD, , ORLANDO, FL, 32828	(407) 482-2772	
NET TECH GROUP 11 CANAL CENTER PLZ., STE. 105, , ALEXANDRIA, VA, 22314-1595	(703) 535-1010 Ext:228	
NETRESELL INCORPORATED 3875 WILSHIRE BLVD., STE. 709, , LOS ANGELES, CA 90010-3213	(213) 389-4729 Ext:13	
NEW DAY MANAGEMENT GROUP 11 FLORENTINE, , ALISO VIEJO, CA 92656-4229	(949) 305-9753	
NEW DIRECTIONS INC 11303 WILSHIRE BLVD., VA BLDG 116, , LOS ANGELES, CA 90073-1003	(310) 914-4045 Ext:112	
NEW ERA SERVICES INC 1736 E CHARLESTON BLVD, SUITE164, LAS VEGAS, NV, 89104	(323) 643-5703	
NEW LEAF STAFFING, INC. 65 PINE AVENUE, SUITE 814, LONG BEACH, CA 90802	(562) 492-6816	
NEW LIFE OPTIONSAKA THE MINDSPAN PROJECT 14431 VENTURA BLVD., # 312, , SHERMAN OAKS, CA 91423-2606	(818) 990-5410	
NEW START SELF-SUFFICIENCY PRO 2329 W 25TH STREET STE 301, , LOS ANGELES, CA 90018	(818) 481-6534	
NEW YORK'S FINESTINVESTIGATIONS, INC INVESTIGATIONS, INC, 1010 WORLD TRADE WAY, STE 369, NEW WINDSOR, NY, 12553	(845) 567-4200	
NEWPOINT GROUP 2555 3RD ST., STE. 215, , SACRAMENTO, CA 95818-1100	(916) 442-0469	
NEWPOINT MANAGEMENT, LLC 144 GREENBRIAR LN., , LA PUENTE, CA 91744-4742	(310) 424-5433	
NEWSOME CONSULTING 5221 S. HOOVER ST., , LOS ANGELES, CA 90037-3731	(323) 314-7361	
NORTHROP GRUMMAN IT 15010 CONFERENCE CENTER DRIVE, , CHANTILLY, VA, 20151	(571) 313-2615	
O'REILLY & ASSOCIATES 7530 SUNNYWOOD LN., , LOS ANGELES, CA 90046-1248	(323) 851-5160	
OFFICE RESOURCE & STAFFING LLC PO BOX 940485, , MIAMI, FL, 33194	(305) 972-6986	
OH MAYBE MEDIA DISTRIBUTION POST OFFICE BOX 862100, , LOS ANGELES, CA 90086-2100	(213) 500-8381	
OMRD, INC 3953 MCCLUNG DR., , LOS ANGELES, CA 90008-2638	(323) 291-8245	

Attachment A

ONSITE AVIATION, LLC 6167 BRISTOL PKWY., STE. 200, , CULVER CITY, CA 90230-6642	(310) 258-1403	
ONSTAFF 530 W. DUARTE RD., UNIT. B, , MONROVIA, CA 91016-5360	(818) 652-2794	
ORBIS PARTNERS INC. 111 COLONNADE RD. N., SUITE 207, OTTAWA, ONTARIO, , K2E7M-3	(613) 236-0773	
ORGANIZATION/MANAGEMENT CONSUL 11193 W. YUCCA , LITTLETON, CO, 80125-9283	(303) 933-7433	
PACHECO WORKFORCE CONSULTING 6250 TELEGRAPH RD. #2106, , VENTURA, CA 93003	(805) 794-3964	
PARTNERS IN DIVERSITY INC 690 E. GREEN STREET, SUITE 101, , PASADENA, CA 91101	(626) 793-0020 Ext:222	Y
PARTNERS IN ENTERPRISE, INC. 1500 N. PASS AVE., STE. O, , BURBANK, CA 91505-2015	(818) 846-4088	
PARTNERSHIP CALIFORNIA, INC. 2026 ATLANTIC AVE., , LONG BEACH, CA 90806-4916	(562) 218-4157	
PARTNOW COMMUNICATIONS 4425 BAKER AVE. NW., , SEATTLE, WA, 98107-4352	(206) 789-8697	
PAT WOODS ASSOCIATES, LTD, LLC PO BOX 660171, , SACRAMENTO, CA 95866-0171	(916) 558-3756	
PAY PRO INC. PAYSTAFF PACIFIC, 1000 CORPORATE CENTER DRIVE STE 350, MONTEREY PARK, CA 91754-7610	(323) 263-3388 Ext:201	
PAYSTAFF PACIFIC INC 1000 CORPORATE CENTER DRIVE STE 350, , MONTEREY PARK, CA 91754	(323) 263-3388	
PDQ PERSONNEL SERVICES, INC. 777 S. FIGUEROA ST., STE. 2500, , LOS ANGELES, CA 90017-5857	(213) 408-0262 Ext:227	
PDQ PERSONNEL SERVICES, INC. 777 S. FIGUEROA ST., STE. 2500, , LOS ANGELES, CA 90017-5857	(213) 408-0262 Ext:227	
PDQ PERSONNEL SERVICES, INC. 9841 AIRPORT BLVD., STE. 800, , LOS ANGELES, CA 90045-5420	(310) 342-3777 Ext:803	
PEAK TECHNICAL SERVICES 6355 TOPANGA CANYON BOULEVARD, SUITE 410, WOODLAND HILLS, CA 91367- 2102	(818) 883-3627	
PEOPLES' CENTERFOR DISPUTE RESOLUTION FOR DISPUTE RESOLUTION, 324 N. PARK AVENUE, POMONA, CA 91766	(909) 397-7575	
PERCEPTIVE ENTERPRISES, INC. 844 COLORADO BLVD SUITE 204, , LOS ANGELES, CA 90041	(323) 254-5000	
PERSONNEL DECISIONSINTERNATIONAL (PDI) 45 S. 7TH ST., STE. 2000, , MINNEAPOLIS, MN, 55402-1625	(310) 201-4462	
PHENOMENAL AMBITIONSCONSULTANTS 9081 FM 78, STE. 102-131, , CONVERSE, TX, 78109-1202	(210) 601-0028	
PHP PACIFIC INC PREMIER HEALTHCARE PROFESSIONALS INC, 8 STAR THISTLE, IRVINE, CA 92604	(949) 681-8131	
PINAMAR CORP 11124 WASHINGTON BLVD., , CULVER CITY, CA 90232-3902	(310) 387-4470	

PLR & ASSOCIATES P O BOX 90307, , LOS ANGELES, CA 90009-0307	(310) 618-0944	
POLICY STUDIES INC 999 18TH ST., STE. 1000, , DENVER, CO, 80202-2499	(303) 863-0900 Ext:000	
POPULAR TECH 14151 NEWPORT AVE SUITE 204, , TUSTIN, CA 92780	(949) 215-9650 Ext:129	
POVERNY & ASSOCIATES 3215 ETRRICK ST., , LOS ANGELES, CA 90027-2503	(323) 661-0403	
PRACTICAL DATA PROCESSING, INC 11515 ARTESIA BLVD., , ARTESIA, CA 90701-3852	(562) 402-7209 Ext:39	
PRECISE FIT LIMITED-ONE LLC 5733 RICKENBACKER RD, , COMMERCE, CA 90040	(310) 628-6541	
PREMIER HEALTHCARE PROFESSIONA 2450 ATLANTA HIGHWAY, SUITE 601, CUMMINS, GA, 30040	(949) 681-8131	
PREMIER MARKETING SERVICES,INC. 222 FASHION LANE, SUITE 112, TUSTIN, CA 92780	(714) 544-7674	
PREMIER PERSONNEL RESOURCES 637 E. ALBERTONI SUITE 101, 12015 SLAUSON AVE STE L, CARSON, CA 90746	(562) 236-1595	
PREMIER STAFFING SOURCE, INC. 4640 FORBES BLVD., SUITE 200A, LANHAM, MD, 20706	(301) 306-0502	
PRESTEMPSSEMPER INTERNATIONAL LLC SEMPER INTERNATIONAL LLC, 11968 AVIATION BLVD, INGLEWOOD, CA 90304	(310) 725-2810	
PRICE WATERHOUSE COOPERS, LLP MARK ERATH OR MIKE GALPER, 350 SOUTH GRAND AVENUE, LOS ANGELES, CA 90071	(703) 918-1249	
PRO TEM SOLUTIONS INC 249 E. OCEAN BLVD., STE. 500, , LONG BEACH, CA 90802-8806	(562) 216-6400	
PROCUREMENT SERVICES ASSOC 61 CHILPANCINGO PKWY. # 2, , PLEASANT HILL, CA 94523-1300	(925) 685-4289	
PROFESSIONAL SELECTHEALTHCARE STAFFING, INC. 732E EDEN WAY. N., # 150, , CHESAPEAKE, VA, 23320-2790	(757) 962-0835	
PROFESSIONAL STAFFING 950 FULTON AVE., STE. 230, , SACRAMENTO, CA 95825-4518	(916) 482-8677	
PROFIT BY SOLUTIONS, INC. 1521 NOGALES ST., STE. 8737, , ROWLAND HEIGHTS, CA 91748-9000	(909) 277-1554 Ext:01	
PROGRAMMERS, INC. 700 N. CENTRAL AVE., STE. 470, , GLENDALE, CA 91203-3225	(818) 553-1388 Ext:18	
PROGRESSIVE EMPLOYEE MANAGEMEN 2549 CAMERON AVE., , COVINA, CA 91724-3924	(213) 810-5057	
PROMAC SOLUTION INC 9916 BUNDORAN DRIVE, , AUSTIN, TX, 78717	(310) 733-3076	
PROPTIONS PO BOX 12033, , TALLAHASSEE, FL, 32317-2033	(850) 671-3720	
PROSOFT TECHNOLOGY GROUP 2001 BUTTERFIELD RD., SUITE 305, , DOWNERS GROVE, IL, 60515	(630) 364-1669	

PSYCHOLOGICAL RESOURCES 10940 WILSHIRE BLVD., SUITE 1600, LOS ANGELES, CA 90024	(310) 444-1400	
PSYCHOLOGICAL SERVICES INC 100 W. BROADWAY, STE. 1100, , GLENDALE, CA 91210-1216	(818) 244-0033 Ext:215	
PUBLIC HEALTH FOUNDATIONENTERPRISES INC ENTERPRISES INC, 12801 CROSSROADS PKWY SOSUITE 200, CITY OF INDUSTRY, CA 91746	(562) 222-7822	
PUBLIC POLICY ASSOCIATES 134 LYELL STREET, , LOS ALTOS, CA 94022	(650) 947-4998	
PUBLIC SECTOR PARTNERS 3539 BRADSHAW ROAD, SUITE B-388, SACRAMENTO, CA 95827	(916) 844-6003	
PUBLIC BIDS 333 FIRST ST., STE. K-212, , SEAL BEACH, CA 90740	(562) 431-8897	
Q TALENT ACQUISITION LLC 6080 CENTER DRIVE, 6TH FLOOR, LOS ANGELES, CA 90045	(310) 242-5540	
QUADRANT MANAGEMENT SERVICES 700 S. FLOWER ST., STE. 1100, , LOS ANGELES, CA 90017-4113	(323) 384-4875	
R SYSTEMS, INC. 5000 WINDPLAY DR., STE. 5, , EL DORADO HILLS, CA 95762-9319	(916) 939-5163	
R.L. KLEIN & ASSOCIATES 3939 ATLANTIC AVE., STE. 100, , LONG BEACH, CA 90807-3529	(562) 427-5577	
RADIOLOGIC ENTERPRISES INC.RESOURCES ON CALL RESOURCES ON CALL, 2810 16TH STREET NE, HICKORY, NC, 28601	(828) 345-6251 Ext:421	
RALPH ANDERSON & ASSOCIATES 5800 STANFORD RANCH ROAD, SUITE 410, ROCKLIN, CA 95765	(916) 630-4900 Ext:318	
RC ASSOCIATES STAFFING SERVICE 3701 STOCKER ST., STE. 200, , LOS ANGELES, CA 90008-5144	(323) 292-3124	
READYTOMANAGE INC 7505 EARLDOM AVE, , PLAYA DEL REY, CA 90293	(310) 306-0980	
REALTY RESCUE REVIEW 24325 CRENSHAW BLVD., # 402, , TORRANCE, CA 90505-5349	(310) 901-4590	
RECANA SOLUTIONS 12200 FORD ROAD, SUITE 360, DALLAS, TX, 75234	(972) 241-4848	
RECOURSE COMMUNCIATIONS, INC.RCI RECRUITMENT SOLUTIONS RCI RECRUITMENT SOLUTIONS, 550 HERITAGE DRIVE, JUPITER, FL, 33458	(561) 686-6800 Ext:1213	
RED ENGINE CONSULTING LLC 11271 VENTURA BLVD STE 314, , STUDIO CITY, CA 91604	(818) 480-0578	Y
REED-SHAW ASSOCIATES, INC. 1954 HILLHURST AVENUE, SUITE 172, LOS ANGELES, CA 90027-2722	(323) 309-3326	
REMEDY INTELLIGENT STAFFING 3501 SEPULVEDA BLVD., STE. 101, , TORRANCE, CA 90505-2538	(800) 673-0045	
REMX TECHNOLOGY GROUP 700 S. FLOWER ST., STE. 1201, , LOS ANGELES, CA 90017-4114	(213) 488-0623	
RENOIR CORPORATION 15233 VENTURA BLVD., , SHERMAN OAKS, CA 91403-2201	(310) 426-2976	

Attachment A

RJE CONSULTING 115 W 4TH ST, UNIT 412, LONG BEACH, CA 90802	(619) 708-6548	
ROBERT F. ZAMORA 16833 SOMERSET PL., , FONTANA, CA 92336-1220	(909) 427-9391	
ROBERT HALF INTERNATIONAL INC. 10877 WILSHIRE BLVD., SUITE 400, WESTWOOD, CA 90024	(213) 624-8335 Ext:213	
ROBERT HALF INTERNATIONAL INC. 865 SOUTH FIGUEROA STREET, SUITE 2600, LOS ANGELES, CA 90017	(213) 624-1442	
ROBERT J. SPIERER 23432 THORNEWOOD DR, , SANTA CLARITA, CA 91321-3953	(661) 253-1426	
ROBERT T. OLMOS 2120 E. LIVE OAK DRIVE, , LOS ANGELES, CA 90068	(323) 578-4704	
ROBERTSON & ASSOCIATES 3932 N. VIRGINIA RD., UNIT. 106, , LONG BEACH, CA 90807-2660	(562) 424-5448	
RONIN STAFFING LLC 300 EAST MAGNOLIA BLVD., SUITE 401, BURBANK, CA 91502	(818) 973-7135	
RRR CONSULTING 1622 E. CYRENE DR., , CARSON, CA 90746-2928	(310) 283-2145	
RULEMEISTER, INC. 13191 CROSSROADS PARKWAY, SUITE 295, INDUSTRY, CA 91746	(562) 695-2910	
RYDEK COMPUTER PROFESSIONALS 100 CORPORATE POINTE, STE. 280, , CULVER CITY, CA 90230-8759	(310) 641-9800 Ext:16	
S & J BUSINESS CONSULTING 1146 N. CENTRAL AVE., STE. 334, , GLENDALE, CA 91202-2506	(818) 641-1069	
S. C. MYERS & ASSOCIATES, INC 3615 WISCONSIN AVE. NW., , WASHINGTON, DC, 20016-3007	(202) 244-2616 Ext:12	
SAALEX SOLUTIONS INC. 920 HAMPSHIRE RD., STE. A35, , WESTLAKE VILLAGE, CA 91361-6086	(805) 496-9811	
SABER 12440 434TH AVE. SE, , NORTH BEND, WA, 98045	(425) 223-8054	
SADDLER CONSULTING 4676 DON LORENZO DRIVE #E, , LOS ANGELES, CA 90008	(310) 779-4788	
SAMA CONSULTING 3685 W. MESA AVE., , FRESNO, CA 93711-6568	(559) 448-0524	
SANTA MONICA BAYRESTORATION FOUNDATION RESTORATION FOUNDATION, 320 WEST 4TH STREET, SUITE 200, LOS ANGELES, CA 90013	(213) 576-6615	
SATURN STAFFING SOLUTIONS, INC 2400 CHESTERWOOD DRIVE, , LITTLE ELM, TX, 75068	(469) 287-8071	
SAVANCE, LLC 18292 MIDDLEBELT RD., , LIVONIA, MI, 48152-5007	(248) 478-2555 Ext:111	
SCB CONSULTING 1030 S. MEYLER STREET, , SAN PEDRO, CA 90731	(310) 831-5261	Y
SHANGHAI NOODLE COMPANY LLC 559 S. FAIR OAKS AVE., STE. 339, , PASADENA, CA 91105-2605	(626) 221-5200	

Attachment A

SHARON KINNEY P.O. BOX 6325, , BAKERSFIELD, CA 93386-6325	(661) 871-8155	
SHIELD OF FAITHECONOMIC DEVELOPMENT ECONOMIC DEVELOPMENT, 1750 WEST HOLT AVENUE, POMONA, CA 91768	(918) 691-7530	
SHUKUA BUSINESS CONSULTING 5042 WILSHIRE BLVD., # 408, , LOS ANGELES, CA 90036-4305	(213) 840-4440	
SILVER & ASSOC. CONSULTING INC 7322 S.W. FRWY., SUITE 400, , HOUSTON, TX, 77074	(713) 777-7402	
SIMPSON & SIMPSONBUSINESS AND PERSONNEL SERVICE 3600 WILSHIRE BLVD., STE. 1710, , LOS ANGELES, CA 90010-2621	(213) 736-6616	
SLAVIN MANAGEMENT CONSULTANTS 3040 HOLCOMB BRIDGE ROAD, #A-1, , NORCROSS, GA, 30071	(770) 449-4656	
SOFT TRAIN INCORPORATED 2932 SOUTH DAIMLER STREET, , SANTA ANA, CA 92705	(949) 242-3600 Ext:792	
SOFTWARE SOLUTIONS GROUP, INC. 11099 S. LA CIENEGA BLVD., , LOS ANGELES, CA 90045-6143	(310) 590-7401 Ext:14	
SOLUTION INFUSION LLC 11936 WEST 119TH STREET SUITE 108, , OVERLAND PARK, KS, 66213	(866) 211-5909 Ext:15	
SOLUTIONS II P.O. BOX 55801, , LONG BEACH, CA 90805	(310) 259-7897	
SOPHISTICATED TECHNOLOGIES 6300 VARIEL AVE., STE. H, , WOODLAND HILLS, CA 91367-7763	(818) 227-0944 Ext:123	
SOURCETEK COMPANY 5100 WOODMAN AVE., APT. 20, , SHERMAN OAKS, CA 91423-1307	(818) 986-4417	
SOUTHWESTERN COLLEGE/SES 900 OTAY LAKES ROAD, , CHULA VISTA, CA 91910	(619) 421-6700 Ext:5715	
SPI 753 BASIN STREET, , SAN PEDRO, CA 90731	(310) 548-6868	
SPRY CONTROL LLC 35 BUTLER STREET, , IRVINE, CA 92612	(949) 466-5984	
STAFF SUPPORT, INC. 11835 W. OLYMPIC BLVD., STE. 1125, , LOS ANGELES, CA 90064-5001	(310) 575-3333	
STAR SOLUTION 13079 ARTESIA BLVD., STE. B101, , CERRITOS, CA 90703-1370	(562) 715-3334	
STEALTH PARTNERS, INCSTEALTHDATA.ORG STEALTHDATA.ORG, 3844 W CHANNEL ISLANDS BL #171, OXNARD, CA 93035	(805) 653-6626	
STEVEN HIRSCH & ASSOCIATES 18837 BROOKHURST ST., STE. 209, CENTENNIAL PLAZA, FOUNTAIN VALLEY, CA 92708-7302	(714) 965-2800	
STI KNOWLEDGE, INC. 400 PERIMETER CENTER TERRACE, SUITE 249, ATLANTA, GA, 30346	(770) 280-2413	
STOTT & ASSOCIATES 1469 RAMONA DRIVE, , CAMARILLO, CA 93010	(805) 732-4931	
STREAMLINE TECHNOLOGY GROUP 9483 HAVEN AVE., STE. 104, , RANCHO CUCAMONGA, CA 91730-5802	(909) 466-7100 Ext:117	

Attachment A

SUCCEED IN AMERICA LLC 55 MILL PLAIN ROAD, #31-8, , DANBURY, CT, 06811	(203) 791-1107	
SUCCESSFACTORS, INC. 999 BAKER WAY, SUITE 500, SAN MATEO, CA 94404	(925) 309-4060	
SUN MICROSOLUTIONS INC. 29 AVANZARE, , IRVINE, CA 92606	(949) 387-9878	
SUNBURST BUSINESS SOLUTIONS 15918 SUNBURST DR., , FONTANA, CA 92336-1700	(909) 355-3150	
SUPERBTECH INC 5601 W SLAUSON AVE STE 168, , CULVER CITY, CA 90230-6584	(310) 645-1199	Y
SUPERIOR DESIGN INTERNATIONAL,INC. 250 INTERNATIONAL DRIVE, , WILLIAMSVILLE, NY, 14221	(716) 631-8310 Ext:2964	
SUSAN CURRAN 801 DRIFTWOOD AVE., , BREA, CA 92821-3553	(714) 990-2751	
SWENSON CONSULTING SERVICES 545 S. FIGUEROA STREET, #1214, LOS ANGELES, CA 90071	(213) 627-1297	
SYSNET TECHNOLOGY SOLUTIONS INC 4320 STEVENS CREEK BLVD STE 229, , SAN JOSE, CA 95129	(408) 898-4715	
T & R CONSULTING 219 W. CHERRY AVE., , MONROVIA, CA 91016-4009	(818) 371-6286	
TAC PROF STAFFING SERVEDP CONTRACT SERVICES 888 WASHINGTON ST., , DEDHAM, MA, 02026-6017	(562) 421-9068	
TAC PROF STAFFING SERV 1 CIVIC PLAZA DR., STE. 335, , CARSON, CA 90745-7960	(310) 952-9527	
TAMA SMITH & ASSOCIATES, INC.MANAGEMENT CONSULTANTS 1800 CENTURY PARK. E., STE. 600, , LOS ANGELES, CA 90067-1509	(310) 229-5951	
TASC/WEBSITES ANONYMOUS 2263 W. 24TH ST., , LOS ANGELES, CA 90018-1904	(310) 743-4233	
TECHEXEC PARTNERS, LLC 4570 VAN NUYS BLVD., , SHERMAN OAKS, CA 91403-2913	(818) 787-4800	
TECHLINK SYSTEMS INC. 8383 WILSHIRE BLVD, SUITE 745, BEVERLY HILLS, CA 90211	(310) 770-3610 Ext:2011	
TECHNOLOGY SOLUTION GROUP, INC 3228 GULFSTREAM CT., , MATTHEWS, NC, 28105-7437	(704) 277-9962	
TEMPTREE 3987 CROSSRIDGE CT., , THOUSAND OAKS, CA 91360-2676	(818) 203-5273	
TESLOW GROUP 21010 SW BIRCH STREET, SUITE 272, NEWPORT BEACH, CA 92660-1900	(949) 551-2453	
THE AEON GROUP LLC 5777 W CENTURY BLVD., SUITE 1750, , LOS ANGELES, CA 90045-5695	(310) 216-4007 Ext:103	
THE AJAMENT PARTNERS 6824 LA TIJERA BOULEVARD #120, , LOS ANGELES, CA 90045	(310) 645-6996	
THE CONTRERAS-SWEET COMPANY 355 S. GRAND AVE., STE. 4295, , LOS ANGELES, CA 90071-1560	(213) 613-5000	

Attachment A

THE GALLUP ORGANIZATION 18300 VON KARMAN AVE., SUITE 1000, IRVINE, CA 92612	(949) 474-2751	
THE GUZMAN GROUP INC 605 BULL FROG CIRCLE, , WALNUT, CA 91789	(626) 965-7373	
THE HR STATISTICAL GROUP 6774 KAISER AVE., , FONTANA, CA 92336-1559	(909) 574-1354	
THE INSIGHT GENERATION 3435 OCEAN PARK BLVD SUITE 107-372, , SANTA MONICA CA 90405	(310) 663-4556	
THE KEMTAH GRTOUP, INC. 3077 FILTE CIRCLE, SUITE 6, SACRAMENTO, CA 95827	(888) 941-3131	
THE LEFLORE GROUP 8015 OCEAN VIEW AVE., , WHITTIER, CA 90602-2750	(562) 696-6996	
THE MANAGEMENT SOLUTIONS GROUP 972 S. GOODRICH BLVD., , COMMERCE, CA 90022	(323) 721-8617	
THE MAULL GROUP 4082 S CLOVERDALE AVE, , LOS ANGELES, CA 90008-1033	(323) 291-5759	
THE NEXT LEVEL CONSULTANTS 6709 LA TIJERA BLVD. SUITE 167, , LOS ANGELES, CA 90045	(323) 242-1020	
THE OCJ GROUP 5530 CORBIN AVE., STE. 112, , TARZANA, CA 91356-6048	(818) 705-7500	
THE POWELL GROUP 22750 CASS AVENUE, , WOODLAND HILLS, CA 91364	(818) 836-7979	
THE REA COMPANY PO BOX 869, 239 E. ALAMEDA STE 201, BURBANK, CA 91503-0869	(818) 845-7444	
THE RIGHT HIRE 319 PALOS VERDES BLVD SUITE 314, , REDONDO BEACH, CA 90277	(626) 394-3206	
THE TEAMS GROUP 11114 AUTUMN MIST CV., , MAGNOLIA, TX, 77354-6659	(832) 725-9040	
THE WENTWORTH COMPANY, INC. 479 W. 6TH ST., , SAN PEDRO, CA 90731-2657	(310) 732-2301	
THE WORLD ACADEMY OF PERSONALDEVELOPMENT INC 1901 AVENUE OF THE STARS, 2ND FLOOR, LOS ANGELES, CA 90067	(310) 461-1446	Y
THE WYSINGER COMPANY 5522 S. CHARITON AVE., , LOS ANGELES, CA 90056-1327	(323) 293-7353	
THE ZAMZOW GROUP INC 264 S LA CIENEGA BLVD STE 1120, , BEVERLY HILLS, CA 90211	(310) 551-3000	Y
THINK-UP! INC. 1015 N. LAKE AVE., STE. 208, , PASADENA, CA 91104-4576	(626) 797-9411	
THIRD MILLENNIUM BUSINESSSYSTEMS, INC. SYSTEMS, INC., 10940 WILSHIRE BLVD., SUITE 600, LOS ANGELES, CA 90024	(310) 443-4105	Y
THIRST 4 KNOWLEDGE, INC. 4450 CALIFORNIA PL. PMB 350, , LONG BEACH, CA 90807-2229	(562) 601-8274	
THOMAS LENZO CONSULTING 2473 OSWEGO ST., APT. 10, , PASADENA, CA 91107-4239	(626) 577-7491	

Attachment A

TLT CONSULTING SERVICES LLC 13089 PEYTON DRIVE SUITE C140, , CHINO HILLS, CA 91709	(909) 214-7829	
TMP WORLDWIDE 330 N. BRAND BLVD., #230, GLENDALE, CA 91203-2308	(818) 539-2032	
TRAJECTORY MANAGEMENT LTD 15202 HARTSOOK ST., , SHERMAN OAKS, CA 91403-1101	(818) 784-5501	
TRELLIS TECHNOLOGY SOLUTIONSLLC 529 N MCKINLEY STREET, SUITE 104-128, CORONA, CA 92879	(951) 454-2716	
TRINITY PROFESSIONAL RECRUITME 6516 LAUREL STREET, , CORONA, CA 92880	(714) 222-9812	
TRUSTAFF TRAVEL NURSES 7767 MONTGOMERY ROAD, SUITE 200, CINCINNATI, OH, 45236-4255	(513) 272-3999 Ext:6604	
TURNER CONSULTING, INC. 8370 W. CHEYENNE AVE 109-169, , LAS VEGAS, NV, 89129	(702) 367-7038 Ext:102	
TURNER HOBBS ASSOCIATES 1104 WILLIAMS STREET, FORT COLLINS, CO, CO, 80524	(970) 420-4891	
TWO ROADS PROFESSIONAL RESOURC 5122 BOLSA AVE., SUITE 112, , HUNTINGTON BEACH, CA 92649	(714) 901-3804 Ext:17	
UNITED JOB CREATION COUNCIL 9100 S. SEPULVEDA BLVD., SUITE 200, LOS ANGELES, CA 90045	(323) 803-4066	
V PLATINUM CONSULTING OFCALIFORNIA, LP CALIFORNIA, LP, 12750 MERIT DR SUITE 260, DALLAS, TX, 75251	(214) 234-1631	
VANIR CONSTRUCTION MANAGEMENT 3435 WILSHIRE BLVD., STE. 2050, , LOS ANGELES, CA 90010-1981	(213) 487-1145	
VCG GROUP LLC (DBA CG GROUP) 25A CRESCENT DR., STE. 249, , PLEASANT HILL, CA 94523-5501	(925) 330-5074	
VENTURI STAFFING PARTNERS 350 S. GRAND AVE., STE. 1610, , LOS ANGELES, CA 90071-3484	(213) 687-9300	
VERSANT 12660 W. NORTH AVE., BLD D, BROOKFIELD, WI, 53005-4633	(262) 796-1300	
VERTEX INFORMATION SYSTEMS INC 2634 S. 10TH AVE., , ARCADIA, CA 91006-5064	(626) 574-8538	
VIRTUAL PERFORMANCE LLC 6352 MULAN STREET, , CORONA, CA 92880	(951) 278-8603	
VISION INFORMATION TECHNOLOGIE 3031 W. GRAND BLVD., SUITE 695, , DETROIT, MI, 48202	(313) 870-0157	
VISIONARY INTEGRATIONPROFESSIONALS LLC PROFESSIONALS LLC, 80 IRON POINT CIRLCE, SUITE 100, FOLSOM, CA 95630	(714) 965-1933	
VISTA HEALTH INFORMATION SRVCS 17303 FALDA AVE., , TORRANCE, CA 90504-2631	(310) 994-5946	
VOLT INFORMATION SCIENCES 970 W. 190TH ST., STE. 760, , TORRANCE, CA 90502-1060	(310) 329-4400	
W A HYNES & COMPANY INC 150 PROFESSIONAL CENTER DR., STE. D, , ROHNERT PARK, CA 94928-2148	(408) 274-4820	

Attachment A

WEIDNER CONSULTING 1015 BEECAVE WOODS DR., STE. 207, , AUSTIN, TX, 78746-6752	(512) 347-7054	
WESTERN EMPIRE INVESTIGATIONS INC P.O. BOX 718, , TUSTIN, CA 92781-0718	(800) 731-7205	
WILCO MGMT INTL., INC. 3731 WILSHIRE BLVD., SUITE 612, , LOS ANGELES, CA 90010-2877	(213) 383-0983	
WILLIAM AVERY ASSOCIATES, INC. 3 1/2 N. SANTA CRUZ AVE., STE. A, , LOS GATOS, CA 95030-5964	(408) 399-4424	
WORDTECHNOLOGY, INC. 9505 ARKANSAS ST., , BELLFLOWER, CA 90706-5715	(562) 252-9504	
WORK SKILLS FIRST, INC. 12305 COLLINSTONE PL., , GLEN ALLEN, VA, 23059-7105	(804) 364-4121	
WORKFORCE CONSULTING 325 CARLSON CT., , VISTA, CA 92083	(760) 212-7801	
WORKFORCE DEVELOPMENT GROUP 26452 LA TRAVIATA, , LAGUNA HILLS, CA 92653-7583	(949) 582-7094	
WORKING RELATIONSHIPS 16055 VENTURA BLVD., STE. 717, , ENCINO, CA 91436-2610	(818) 385-0550	
WORKPLACE TECHNOLOGIES 8150 N. CENTRAL EXPY., STE. 1100, , DALLAS, TX, 75206-1815	(214) 696-3339 Ext:191	
WORKWAY 2401 WEST OLIVE AVE, SUITE 200, BURBANK, CA 91506	(818) 333-1777	
WORLDWIDE INTELLIGENCE NETWORK 9229 SUNSET BLVD SUITE 501, , LOS ANGELES, CA 90069	(310) 385-8200	Y
YOLANDA YVETTE WILLIAMS 15725 VISTA DEL MAR STREET, , MORENO VALLEY, CA 92555	(951) 567-9211	
ZTA & ASSOC., INC. 2036 CULLIVAN ST., , LOS ANGELES, CA 90047-4635	(323) 754-1592	
ZTNET INC 5753G E SANTA ANA CANYON ROAD STE 576, , ANAHEIM, CA 92807	(714) 235-8927	

COUNTY OF LOS ANGELES PUBLIC LIBRARY
TEMPORARY PERSONNEL SERVICES

Attachment B

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

Contractor	AppleOne Employment Services	Future Personnel Agency, Inc., dba Top Tempo	Helpmates Staffing Services	Manpower, Inc.	Moreland Personnel Service	Partners In Diversity, Inc.	Source One Staffing
Total Number of Employees in Firm	1565	6	35	over 30,000	*	4	575
Owners/Partner/Assoc. Partners							
Black/African American	1			*			
Hispanic/Latin American				*	1	1	
Asian or Pacific Islander				*	1		
American Indian				*	1		
Filipino				*			
White	1	1	1	*	8	1	1
Total	2	1	1		11	2	1
Women (should be included in counts above and also reported here separately).	1	1			2	2	1
Managers							
Black/African American	35	1	1	29	3		
Hispanic/Latin American	36		6	42	2	1	4
Asian or Pacific Islander	36		1	22	9		1
American Indian	4			2			
Filipino					1		
White	312		10	431	37		5
Total	423	1	18	526	52	1	10
Women (should be included in counts above and also reported here separately).	305	1	16	370	28	1	8
Staff							
Black/African American	124		2	167	2		200
Hispanic/Latin American	272	2	8	154	17		282
Asian or Pacific Islander	128		2	44	56		27
American Indian	1			10			
Filipino					2		
White	565	2	2	938	59	1	5
Total	1090	4	14	1313	136	1	564
Women (should be included in counts above and also reported here separately).	838	4	11	1023	88		162
Percentage of Ownership							
Black/African American	97.7%			*			
Hispanic/Latin American				*	32.2%	50%	
Asian or Pacific Islander				*	10%		
American Indian				*	5%		
Filipino				*			
White	2.3%	100%	100%	*	52.8%	50%	100%
Total	100%	100%	100%	*	100%	100%	100%
Women (should be included in counts above and also reported here separately).	97.7%	100%			15.0%	100%	100%
Current Certification as Minority/Women-Owned Firm							
State of California	*		*	*	*		
City of Los Angeles	*	X	*	*	*		X
Federal Government	*		*	*	*		
County of Los Angeles	*	X	*	*	*	X	

*Did not provide information on CBE form.

Figures are based on information received from bidders on their proposals. Therefore, some columns may not add to the correct totals.



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

**HOWROYD WRIGHT EMPLOYMENT AGENCY dba APPLEONE
EMPLOYMENT SERVICES**

FOR

TEMPORARY SUPPORT PERSONNEL SERVICES

77222

**CONTRACT PROVISIONS
 TEMPORARY SUPPORT PERSONNEL SERVICES
 TABLE OF CONTENTS**

SECTION	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	1
2.0	DEFINITIONS	2
3.0	WORK	3
4.0	TERM OF CONTRACT	3
5.0	CONTRACT SUM	3
6.0	ADMINISTRATION OF CONTRACT- COUNTY	5
6.1	COUNTY'S CONTRACT PROJECT DIRECTOR	5
6.2	COUNTY'S CONTRACT PROJECT MANAGER	6
6.3	COUNTY'S CONTRACT PROJECT MONITOR	6
7.0	ADMINISTRATION OF CONTRACT - CONTRACTOR	6
7.1	CONTRACTOR'S PROJECT MANAGER	6
7.2	APPROVAL OF CONTRACTOR'S EMPLOYEES	6
7.3	CONTRACTOR'S EMPLOYEES IDENTIFICATION	7
7.4	EMPLOYEE CRIMINAL RECORD	7
7.5	BACKGROUND AND SECURITY INVESTIGATIONS	7
7.6	CONFIDENTIALITY	8
8.0	STANDARD TERMS AND CONDITIONS	9
8.1	AMENDMENTS	9
8.2	ASSIGNMENT AND DELEGATION	10
8.3	AUTHORIZATION WARRANTY	10
8.4	BUDGET REDUCTIONS	11
8.5	COMPLAINTS	11
8.6	COMPLIANCE WITH APPLICABLE LAW	12
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	12
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	13
8.9	CONFLICT OF INTEREST	14
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	15

**CONTRACT PROVISIONS
 TEMPORARY SUPPORT PERSONNEL SERVICES
 TABLE OF CONTENTS**

SECTION	TITLE	PAGE
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS.....	15
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	15
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.....	18
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	18
8.15	CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	19
8.16	COUNTY'S QUALITY ASSURANCE PLAN.....	19
8.17	DAMAGE TO COUNTY FACILITIES, BUILDINGS, GROUNDS, EQUIPMENT AND MATERIALS.....	19
8.18	EMPLOYMENT ELIGIBILITY VERIFICATION.....	19
8.19	FACSIMILE REPRESENTATIONS.....	20
8.20	FAIR LABOR STANDARDS	20
8.21	FORCE MAJEURE	20
8.22	GOVERNING LAW, JURISDICTION, AND VENUE	21
8.23	INDEPENDENT CONTRACTOR STATUS.....	21
8.24	INDEMNIFICATION	22
8.25	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	22
8.26	INSURANCE COVERAGE	26
8.27	LIQUIDATED DAMAGES	27
8.28	MOST FAVORED PUBLIC ENTITY.....	28
8.29	NONDISCRIMINATION AND AFFIRMATIVE ACTION.....	29
8.30	NON EXCLUSIVITY.....	30
8.31	NOTICE OF DELAYS	30
8.32	NOTICE OF DISPUTES	30
8.33	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	31
8.34	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	31

**CONTRACT PROVISIONS
 TEMPORARY SUPPORT PERSONNEL SERVICES
 TABLE OF CONTENTS**

SECTION	TITLE	PAGE
8.35	NOTICES.....	31
8.36	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	31
8.37	PUBLIC RECORDS ACT	31
8.38	PUBLICITY	32
8.39	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	33
8.40	RECYCLED BOND PAPER.....	34
8.41	SUBCONTRACTING	34
8.42	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM	35
8.43	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED TAX REDUCTION PROGRAM	35
8.44	TERMINATION FOR CONVENIENCE	36
8.45	TERMINATION FOR DEFAULT	36
8.46	TERMINATION FOR IMPROPER CONSIDERATION.....	38
8.47	TERMINATION FOR INSOLVENCY.....	38
8.48	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	39
8.49	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	39
8.50	VALIDITY.....	39
8.51	WAIVER.....	39
8.52	WARRANTY AGAINST CONTINGENT FEES.....	40
9.0	UNIQUE TERMS AND CONDITIONS.....	40
9.1	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM	40
9.2	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM....	41
SIGNATURES.....		43
STANDARD EXHIBITS		
A	STATEMENT OF WORK	
B	PRICING SCHEDULE - HOURLY RATES	

CONTRACT
CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
HOWROYD WRIGHT EMPLOYMENT AGENCY dba APPLEONE
EMPLOYMENT SERVICES
FOR
TEMPORARY SUPPORT PERSONNEL SERVICES

This Contract and Exhibits made and entered into this 12th day of January, 2010 by and between the County of Los Angeles, hereinafter referred to as County and **Howroyd Wright Employment Agency dba AppleOne Employment Services**, hereinafter referred to as Contractor. **Howroyd Wright Employment Agency dba AppleOne Employment Services** is located at **990 Knox Street, Torrance, CA 90502**.

RECITALS

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

WHEREAS, the Contractor is a private firm specializing in providing Temporary Personnel Services; 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, and H are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule - Hourly Rates
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - County's Administration
- 1.5 EXHIBIT E - Contractor's Administration
- 1.6 EXHIBIT F - Contractor Acknowledgement and Confidentiality Agreement

77222

- 1.7 EXHIBIT G - Jury Service Ordinance
- 1.8 EXHIBIT H - Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-section 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 the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of *Exhibit A, Statement of Work*.
- 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 **Contract Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County:** County of Los Angeles.
- 2.5 **County Librarian:** Head of the County of Los Angeles Public Library.
- 2.6 **County's Contract Project Director:** The individual designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Project Manager.
- 2.7 **County's Contract Project Manager:** The individual designated by the County's Contract Project Director to manage the operations under this Contract. He/She is responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.8 **County's Contract Project Monitor:** The individual designated to oversee the day-to-day activities of this Contract.
- 2.9 **Day(s):** Business day(s) unless otherwise specified.

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

2.11 **Library:** County of Los Angeles Public Library

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 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 for a period of **three (3)** years commencing after execution by the County's Board of Supervisors (Board) 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 period and **six (6)** month to month extensions, for a maximum total Contract term of **five (5)** years and **six (6)** months. Each such option and extension shall be exercised at the sole discretion of the County Librarian or their designee, as authorized by the Board.

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

5.0 CONTRACT SUM

5.1 The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with *Exhibit B, Pricing Schedule - Hourly Rates*, and shall not exceed **two hundred thousand dollars and zero cents (\$200,000.00)** for each year of this contract. The Contractor shall be paid only for services, actual hours worked, and other services approved in writing by the County, except as set forth in *Section 8.1 - Amendments, Sub-section 8.1.1*.

- 5.2 The County does not guarantee a minimum usage, however, the County shall make a good faith effort to procure as needed services hereunder each year the Contract is in effect, contingent upon the Library's adopted budget and needs.
- 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 percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Library at the address herein provided in *Exhibit D - County's Administration*.

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

The Contractor shall have no claim against the 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 the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the 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 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 - Hourly Rates*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in

writing no payment shall be due to the Contractor for that service.

- 5.6.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule - Hourly Rates*.
- 5.6.3 The Contractor's invoices shall include the following information: employee's name, job classification, hours and dates worked and the assignment location for which payment is claimed.
- 5.6.4 The Contractor shall submit the invoices to the County by the 15th calendar day of the month following the month of service.
- 5.6.5 All invoices under this Contract shall be submitted in **two (2)** copies to the following address:

County of Los Angeles Public Library
Contract Services Coordinator
7400 East Imperial Highway, Downey, CA 90242

5.6.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Contract 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.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

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

6.1 County's Contract Project Director

The responsibilities of the County's Contract 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 Contract Project Manager

The responsibilities of the County's Contract 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 Contract 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 the County in any respect whatsoever.

6.3 County's Contract Project Monitor

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

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

CONTRACTOR ADMINISTRATION

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

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in *Exhibit E - Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's 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 the County's Contract Project Manager and the County's Contract Project Monitor on a regular basis.

7.1.3 The Contractor's Project Manager must have **three (3) years** of experience.

7.2 Approval of Contractor's Employees

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

7.3 Contractor's Employees Identification

All of the Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. The Contractor bears all expense of the badging.

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

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

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

7.4 Employee Criminal Record

No personnel employed by the Contractor and providing the services herein shall have a criminal conviction record or pending criminal trial for bribery, fraud, receiving stolen property, robbery, embezzlement, theft or forgery, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees

associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Sub-section 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-section 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-section 7.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole

judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

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

7.6.4 The Contractor shall sign and adhere to the provisions of *Exhibit F - Contractor Acknowledgement and Confidentiality Agreement*.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Contract Sum, hourly bill rates, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board, for the exception of which County Librarian is expressly authorized to increase the contract sum set forth in *Section 5.0 - Contract Sum*, not to exceed ten percent (10%) of the total contract sum for a particular contract year due to unanticipated work. Any such changes shall be in writing and signed by the County Librarian and Contractor.

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 County Librarian or their designee.

8.1.3 The County Librarian or their designee may at his/her sole discretion, authorize extensions of time as defined in *Section 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 County Librarian or their 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 the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-section, the 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 the 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 the 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 the 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 the County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the 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, 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.

8.3 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 **twenty (20)** 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 Contract 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 Contract Project Manager within five (5) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

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

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

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

this Contract. The Contractor shall comply with *Exhibit C - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

1. Unless 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 (5) 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-section, "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-section. The provisions of this sub-section 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. The Contractor's violation of this sub-section of the Contract 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 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-section 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 ACKNOWLEDGMENT 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 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

8.16 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.

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.

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS, GROUNDS, EQUIPMENT AND MATERIALS

8.17.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, grounds, equipment and materials 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.

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

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

8.18.1 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.

- 8.18.2 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.

8.19 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-section 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.

8.20 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.

8.21 FORCE MAJEURE

- 8.21.1 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-section as "force majeure events").

8.21.2 Notwithstanding the foregoing, a default by a subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the 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 the Contractor to meet the required performance schedule. As used in this sub-section, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.21.3 In the event the Contractor's failure to perform arises out of a force majeure event, the 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.

8.22 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.

8.23 INDEPENDENT CONTRACTOR STATUS

8.23.1 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.

8.23.2 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.

8.23.3 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.

8.23.4 The Contractor shall adhere to the provisions stated in Sub-section 7.6 - Confidentiality.

8.24 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.

8.25 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.25 and 8.26 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.25.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address

shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to the County not less than 10 days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles Public Library
Contract Services Coordinator
7400 East Imperial Highway, Downey, CA 90242

The Contractor also shall promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or County.

8.25.2 Additional Insured Status and Scope of Coverage

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

8.25.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, the Contractor's insurance policies shall provide, and Certificates shall specify, that the County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to the County in event of cancellation for non-payment of premium.

8.25.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach.

8.25.5 Insurer Financial Ratings

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

8.25.6 Contractor's Insurance Shall Be Primary

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

8.25.7 Waivers of Subrogation

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

8.25.8 Sub-Contractor Insurance Coverage Requirements

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

8.25.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.25.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. The Contractor understands and agrees it shall

maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.25.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.25.12 Separation of Insureds

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

8.25.13 Alternative Risk Financing Programs

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

8.25.14 County Review and Approval of Insurance Requirements

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

8.26 INSURANCE COVERAGE

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

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

8.26.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or

equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

8.26.4 Unique Insurance Coverage

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.27 LIQUIDATED DAMAGES

8.27.1 If, in the judgment of the County Librarian, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian, or their 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 County Librarian, or their designee, in a written notice describing the reasons for said action.

8.27.2 If the County Librarian, or their designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or their designee, deems are correctable by the Contractor over a certain time span, the County Librarian, or their 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 County Librarian, or their 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 Two Hundred Dollars (\$200) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in *Exhibit A, Statement of Work Exhibits, Exhibit 2 PRS*, 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.

8.27.3 The action noted in paragraph 8.27.2 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.

8.27.4 This sub-section 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 paragraph 8.27.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.28 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.

8.29 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.29.1 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.
- 8.29.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit C - Contractor's EEO Certification*.
- 8.29.3 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.
- 8.29.4 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.
- 8.29.5 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.
- 8.29.6 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-section 8.29 when so requested by the County.

8.29.7 If the County finds that any provisions of this Sub-section 8.29 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.

8.29.8 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. Refer to *Exhibit A, Statement of Work Exhibits, Exhibit 2 – Performance Requirement Summary (PRS)* for non-compliance.

8.30 NON EXCLUSIVITY

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

8.31 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.

8.32 NOTICE OF DISPUTES

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

8.33 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.

8.34 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.35 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 *Exhibit D - County's Administration* and *Exhibit E - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The County Librarian or their designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.36 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 (1) 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.

8.37 PUBLIC RECORDS ACT

8.37.1 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-section 8.39 - 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.

- 8.37.2 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.

8.38 PUBLICITY

- 8.38.1 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 Contract Project Director. The County shall not unreasonably withhold written consent.

- 8.38.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section 8.38 shall apply.

8.39 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.

- 8.39.1 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).
- 8.39.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.39 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.39.3 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.

8.40 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.

8.41 SUBCONTRACTING

8.41.1 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.

8.41.2 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.

8.41.3 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.

8.41.4 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.

8.41.5 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.

8.41.6 The County's Contract 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, the Contractor shall forward a fully executed subcontract to the County for their files.

8.41.7 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.

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

County of Los Angeles Public Library
Contract Services Coordinator
7400 East Imperial Highway, Downey, CA 90242

before any Subcontractor employee may perform any work hereunder.

8.42 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-section 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-section 8.45 - Termination for Default* and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

Failure of Contractor to maintain compliance with the requirements set forth in *Sub-section 8.15 - Contractors Warranty of Compliance with County's Defaulted Property Tax Reduction Program* shall constitute default under

this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.44 TERMINATION FOR CONVENIENCE

8.44.1 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.

8.44.2 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.

8.44.3 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-section 8.39, Record Retention and Inspection/Audit Settlement.*

8.45 TERMINATION FOR DEFAULT

8.45.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Contract 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.

- 8.45.2 In the event that the County terminates this Contract in whole or in part as provided in paragraph 8.45.1, 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-section.
- 8.45.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in paragraph 8.45.2 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 paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.45.4 If, after the County has given notice of termination under the provisions of this Sub-section 8.45, it is determined by the County that the Contractor was not in default under the provisions of this Sub-section 8.45, or that the default was excusable under the provisions of paragraph 8.45.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to *Sub-section 8.44 - Termination for Convenience*.

- 8.45.5 The rights and remedies of the County provided in this Sub-section 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 IMPROPER CONSIDERATION

- 8.46.1 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.
- 8.46.2 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.
- 8.46.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.47 TERMINATION FOR INSOLVENCY

- 8.47.1 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.

8.47.2 The rights and remedies of the County provided in this Sub-section 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.48 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.

8.49 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.

8.50 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.

8.51 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.52 WARRANTY AGAINST CONTINGENT FEES

- 8.52.1 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.
- 8.52.2 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 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.1.1 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.
- 9.1.2 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.
- 9.1.3 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.
- 9.1.4 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 sub-paragraph (1), be assessed a penalty in an amount of not more than ten 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 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 Office of Affirmative Action and Compliance (OAAC) of this information prior to responding to a solicitation or accepting a contract award.

9.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 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 Transitional Job Opportunity vendor.
- 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 Transitional Job Opportunity vendor.
- 9.2.4 If the 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 sub-paragraph (1), be assessed a penalty in an amount of not more than ten 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.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the 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: HOWROYD WRIGHT
EMPLOYMENT AGENCY dba
APPLEONE EMPLOYMENT
SERVICES

By [Signature]
Name
Regional Vice President
Title

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

SACHI HAMAI
Executive Officer
Clerk of the Board of Supervisors

COUNTY OF LOS ANGELES

By [Signature]
Chair, Board of Supervisors

By [Signature]
Deputy

77222

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors



By [Signature]
DEPUTY

APPROVED AS TO FORM:

Robert E. Kalunian
Acting County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27

JAN 12 2010

By [Signature]
Aleen Langton
Senior Deputy County Counsel

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

**CONTRACT EXHIBITS
TEMPORARY SUPPORT PERSONNEL SERVICES**

TABLE OF CONTENTS

STANDARD EXHIBITS

A	STATEMENT OF WORK
B	PRICING SCHEDULE
C	CONTRACTOR'S EEO CERTIFICATION
D	COUNTY'S ADMINISTRATION
E	CONTRACTOR'S ADMINISTRATION
F	CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
G	JURY SERVICE ORDINANCE
H	SAFELY SURRENDERED BABY LAW

EXHIBIT A

STATEMENT OF WORK (SOW)

TEMPORARY SUPPORT PERSONNEL SERVICES

**STATEMENT OF WORK (SOW)
 TEMPORARY SUPPORT PERSONNEL SERVICES
 TABLE OF CONTENTS**

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1.0	SCOPE OF WORK	1
2.0	DEFINITIONS	1
3.0	ADDITIONAL SERVICES, SPECIFIC TASKS AND/OR WORK HOURS	2
4.0	QUALITY CONTROL.....	2
5.0	QUALITY ASSURANCE PLAN	3
6.0	RESPONSIBILITIES.....	3
	<u>County</u>	
6.1	Personnel	3
	<u>Contractor</u>	
6.2	Contract Project Manager.....	4
6.3	Personnel	4
6.4	Training	5
6.5	Salaries	5
6.6	Identification Badge.....	5
6.7	Background Security	5
6.8	Contractor's Office.....	5
7.0	HOURS/DAYS OF WORK	5
8.0	USE OF COUNTY SEAL OR LETTERHEAD	6
9.0	TEMPORARY PERSONNEL REQUEST	6
10.0	CONTRACTOR EMPLOYEE ACCEPTABILITY.....	6
11.0	MINIMUM QUALIFICATIONS.....	7
11.1	Account Clerk I.....	7
11.2	Account Clerk II.....	7
11.3	Account Technician I.....	7
11.4	Intermediate Typist Clerk	7
11.5	Procurement Assistant	8
11.6	Receptionist.....	8

**STATEMENT OF WORK (SOW)
TEMPORARY SUPPORT PERSONNEL SERVICES
TABLE OF CONTENTS**

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
	11.7 Senior Typist Clerk	8
	11.8 Secretary	8
	11.9 Warehouse Worker	8
12.0	SPECIFIC WORK REQUIREMENTS	8
13.0	GREEN INITIATIVES	9
14.0	PERFORMANCE REQUIREMENTS SUMMARY	9

STATEMENT OF WORK EXHIBITS

- 1 CONTRACT DISCREPANCY REPORT
- 2 PERFORMANCE REQUIREMENTS SUMMARY CHART
- 3 JOB APPLICANT INFORMATION SHEET

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Contractor shall provide experienced personnel on an as-needed basis for the County of Los Angeles Public Library (Library) to perform the duties delineated herein. The majority of the work assignments will be at the Library Headquarters located in Downey. However, it is helpful if the selected Contractor(s) is able to fill requests to staff other areas throughout the County of Los Angeles.

- 1.1 The nine (9) principal job classifications needed are Account Clerk I, Account Clerk II, Account Technician I, Intermediate Typist Clerk, Procurement Assistant, Receptionist, Senior Typist Clerk, Secretary, and Warehouse Worker. Other job classifications could be required from time-to-time in **a)** higher level job classifications with duties comparable to those in the principal job classifications (for example: executive secretary, etc.) and **b)** other occupational categories such as programmer analysts and general laborers.
- 1.2 The Contract is to provide temporary personnel on an as-needed basis, for any temporary situations and is not an exclusive contract. Temporary Personnel services may be utilized for any single peak load, emergency or temporary absence which requires temporary personnel services not to exceed a maximum of ninety (90) business days or 720 hours whichever, comes first. County reserves the right to contract with other entities for the same or similar services.
- 1.3 The County does not guarantee a minimum usage, however, the County shall make a good faith effort to procure as needed services hereunder each year the Contract is in effect, contingent upon the Library's adopted budget and needs.

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 the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of *Exhibit A, Statement of Work*.
- 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 **Contract Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County:** County of Los Angeles.
- 2.5 **County Librarian:** Head of the County of Los Angeles Public Library.
- 2.6 **County's Contract Project Director:** The individual designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Project Manager.
- 2.7 **County's Contract Project Manager:** The individual designated by the County's Contract Project Director to manage the operations under this Contract. He/She is responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.8 **County's Contract Project Monitor:** The individual designated to oversee the day-to-day activities of this Contract.
- 2.9 **Day(s):** Business day(s) unless otherwise specified.
- 2.10 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.11 **Library:** County of Los Angeles Public Library

3.0 ADDITIONAL SERVICES, SPECIFIC TASKS AND/OR WORK HOURS

The County shall have the right to request additional services, specific tasks and/or work hours based on organization and/or operational requirements during the term of the contract with a five (5) day written notice from the County. Telephone notification by the County shall be made for services needing immediate attention.

4.0 QUALITY CONTROL

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

- 4.1 Specific activities to be monitored such as: experience and performance of temporary personnel; and
- 4.2 Method of monitoring to ensure that Contract requirements are being met.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, *Section 8.0 - Standard Terms and Conditions, Sub-section 8.16 - County's Quality Assurance Plan*.

5.1 Meetings

The Contractor shall meet with the County as needed to monitor the successful progress of the contract. Failure to attend will cause an assessment of two-hundred dollars (\$200.00).

5.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the Contractor's Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County's Contract Project Manager will issue a formal Contract Discrepancy Report (*Statement of Work Exhibits, Exhibit 1 - Contract Discrepancy Report*). Upon receipt of this document, the Contractor is required to respond in writing to the County's Contract Project Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County's Contract Project Monitor within ten (10) business days.

5.3 County Observations

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

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, *Section 6.0 - Administration of Contract - County*. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, *Section 8.0 - Standard Terms and Conditions, Sub-section 8.1 - Amendments.*

CONTRACTOR

6.2 Contract Project Manager

- 6.2.1 The Contractor shall provide a full-time Contract Project Manager or designated alternate. The County must have access to the Contract Project Manager during all hours, 365 days per year. The Contractor shall provide a telephone number where the Contract Project Manager may be reached on a twenty-four (24) hour per day basis.
- 6.2.2 The Contract Project Manager shall act as a central point of contact with the County.
- 6.2.3 The Contract Project Manager shall have three (3) years of experience.
- 6.2.4 The Contract Project Manager/alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Contract Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.3 Personnel

- 6.3.1 The Contractor is responsible for ensuring that its employees and the Temporary Personnel provided have the necessary skills, competence and expertise to fully and completely perform the specialized services called for in the contract.
- 6.3.2 The Contractor shall be required to background check their employees as set forth in *Section 7.0 - Administration of Contract - Contractor, Sub-section 7.5 - Background and Security Investigations*, of the Contract.
- 6.3.3 All personnel provided by the Contractor shall have a neat business like appearance and behave in a professional manner with peers,

the public, and/or all levels of personnel with whom the assignment will place the individual in contact.

6.3.4 All personnel provided by the Contractor must be able to read, write, speak and understand English.

6.4 Training

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees who will perform services under this contract.

6.5 Salaries

The Contractor will be solely responsible for providing to its employees all legally required employee benefits. The County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the Contractor.

6.6 Identification Badge

The Contractor shall ensure their employees are appropriately identified as set forth in *Sub-section 7.3 - Contractor's Employees Identification*, of the Contract.

6.7 Background Security

The County requires every employee to pass a criminal background check, as a condition of employment. Background check results must be completed before the individual is placed into the assignment.

6.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call.**

7.0 HOURS/DAY OF WORK

Contract personnel may be assigned work shifts between the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, and possibly some Saturdays based on work assignment. Contractor is not required to provide services on County -

recognized holidays or the Public Library's Staff Training Day. The County's Contract Project Monitor will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year.

8.0 USE OF COUNTY SEAL OR LETTERHEAD

The Contractor or its employees shall not use or display the official seal, letterhead or name of the County of Los Angeles or County of Los Angeles Public Library on any of its letterheads or communications with any agency or for any other cause.

9.0 TEMPORARY PERSONNEL REQUEST

- 9.1 The County will submit a request for temporary personnel services via fax, phone or e-mail with the following information: job title, duties, location, duration of assignment and bill rate.
- 9.2 Upon receipt of request the Contractor will provide resumes for potential temporary personnel. In addition, a **Job Applicant Information Sheet** (*Statement of Work Exhibits, Exhibit 3*) will be submitted with each resume. If the Contractor is unable to provide resumes and Job Applicant Information Sheets within twenty-four (24) hours of request, the County reserves the right to cancel the request and obtain the services from other sources.

10.0 CONTRACTOR EMPLOYEE ACCEPTABILITY

- 10.1 The Contractor shall immediately remove any employee working on this Contract when instructed to do so by the County's Contract Project Manager. The Contractor shall replace this employee within twenty-four (24) hours.
- 10.2 All personnel assigned by the Contractor to perform these services shall be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge them. However, any employee of the Contractor who, in the opinion of the County is unsatisfactory shall immediately be removed from servicing the Contract. The Contractor shall not subcontract with any personnel for performance of services hereunder unless the provisions in *Sub-section 8.41 - Subcontracting*, of the Contract are met.
- 10.3 **Assignment of Unqualified Personnel**

In the event the personnel provided by the contractor is unable to perform the duties specified in *Section 9.0 - Temporary Personnel Request*, the Contractor shall remove the employee within twenty-four (24) hours, and

provide County with a qualified replacement employee. Contractor shall not charge the County for the services of any unqualified employee's services.

11.0 MINIMUM QUALIFICATIONS

Listed below are the minimum qualifications for each of the nine (9) principal classifications:

11.1 ACCOUNT CLERK I

One year's experience in bookkeeping assisting in the maintenance of a double entry accounting system and associated subsidiary records involving coding transactions and posting and balancing of ledgers, journals, and registers. Must be able to use a 10-key calculator by touch; have knowledge of accounts receivable and payable; be able to reconcile bank statements and other financial statements; and review invoices for payment.

11.2 ACCOUNT CLERK II

One year's experience at the level of Account Clerk I. Must be able to perform a variety of the more difficult and complex bookkeeping and financial-clerical work, spending a large portion of time in maintaining the accounting records of a moderate to large-scale general accounting system; reconcile bank accounts affecting the balances of a large group of funds or revenue accounts, and involving a very large number of transactions; and compile financial, statistical accounting, and operating reports.

11.3 ACCOUNT TECHNICIAN I

Education: Completion of twelve units of Accounting including a course in advanced accounting from an accredited college, or equivalent accounting education - OR - Graduation from an accredited junior college or two-year business college with completion of the full accounting curriculum. Experience: One year accounting experience.

11.4 INTERMEDIATE TYPIST CLERK

One year's office clerical experience - OR - A certificate or Associate of Arts degree in clerical procedures or office administration from an accredited college. Must be able to type at the rate of 40 net words per minute; must be proficient in using a facsimile and photocopy machine; have experience using a computer and be proficient in Microsoft Word; and be able to adhere to controls and procedures where work is divided among personnel performing separate parts of an entire operation.

11.5 PROCUREMENT ASSISTANT

One year's experience in procurement, storekeeping or related activities at the level of the County classification of Procurement Aid. Must be able to canvass vendors to locate items which are out of production or are in short supply; obtain prices, discounts, and delivery dates; participate in writing specifications; review reports of goods received; and inspect merchandise to verify conformance to purchase order specifications.

11.6 RECEPTIONIST

One year of office clerical experience. Must communicate clearly in English, verbally and in writing; answer multiple telephone lines and take messages accurately; interact with the public and staff by telephone and in person; give accurate and complete information; and use good customer service skills.

11.7 SENIOR TYPIST CLERK

Three year's office clerical experience, one year of which must have been at the level of the County classification Intermediate Typist Clerk. Must be able to type at the rate of 40 net words per minute; be proficient in using a facsimile, photocopy machine and calculator; have experience using a computer and be proficient in Microsoft Word and Microsoft Excel; be able to type drafts and final versions of various documents and review and edit documents to ensure proper grammar, spelling, punctuation and format.

11.8 SECRETARY

Two year's secretarial experience. Must be able to type 40 net words per minute; use a computer and must be proficient in Microsoft Word, Microsoft Excel or Access; be able to screen office and telephone calls; schedule appointments and arrange conferences and meetings; compose announcements, memos and letters; prepare drafts and final versions of memos, letters, notices and bulletins; attend meetings; and record minutes.

11.9 WAREHOUSE WORKER

Six months experience in receiving, storing, issuing, and shipping inventorying supplies, equipment or property.

12.0 SPECIFIC WORK REQUIREMENTS

- 12.1 The Contractor shall provide qualified and dependable employees who will perform, under County supervision, services required to cover specified task(s), sites and work shifts.

- 12.2 The Contractor is expected to provide efficient and experienced personnel.
- 12.3 The Contractor shall be responsible for providing all legally required employee benefits to employees assigned to the County on behalf of the Contractor including, without limitation, direct and indirect payment of salaries, wages, compensation or other benefits.
- 12.4 The Contractor has the responsibility of their employee's transportation to and from the work site(s). The County will not reimburse Contractor's personnel for travel time, in time or money.

13.0 GREEN INITIATIVES

- 13.1 The Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 13.2 The Contractor shall notify the County's Contract Project Manager of Contractor's new green initiatives prior to the contract commencement.

14.0 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary (PRS) is a listing of services that are intended to be completely consistent with the Contract and the Statement of Work (SOW) and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. Refer to the *Statement of Work Exhibits, Exhibit 2 – Performance Requirements Summary (PRS)*. In any case of apparent inconsistency between services as stated in the Contract and the SOW and the PRS, the meaning apparent in the Contract or the SOW will prevail. If any service seems to be created in the PRS, which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

14.1 Corrective Action Plan

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

- Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance; specify steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.

- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, *Section 8.0 - Standard Terms and Conditions, Sub-section 8.44 - Termination for Convenience.*

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EXHIBIT A

STATEMENT OF WORK EXHIBITS

- 1 CONTRACT DISCREPANCY REPORT (SAMPLE)**
- 2 PERFORMANCE REQUIREMENTS SUMMARY (PRS)**
- 3 JOB APPLICANT INFORMATION SHEET**



7400 E. IMPERIAL HWY. • P.O. BOX 7011 • DOWNEY, CA 90241-7011 • PHONE: 562-940-8485 • FAX: 562-803-0016

CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor: **February 3, 2009**

TO: (Contractor) **John Doe
DoeRayMe Building Services, Inc.,**

FROM:	Jane Smith Contract Services Unit	Phone No.:	(562) 940 – 6919
		Fax No.:	(562) 803 – 0016

CONTRACT NO. **12345** CONTRACT TITLE: **CUSTODIAL SERVICES – AREA 3**

TYPE OF DISCREPANCY:

DISCREPANCY DETAILS:

CONTRACTOR RESPONSE INSTRUCTIONS:

1. Acknowledge the receipt of the Contract Discrepancy Report to the County Contract Project Manager.
2. Review the discrepancy.
3. Review the Contract reference for compliance.
4. Identify the cause of the problem and determine a corrective action.
5. Respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the Contract Services Coordinator.

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

The Contract Services Coordinator will evaluate the Contractor’s response and will reply to the Contractor indicating satisfactory of unsatisfactory completion of the corrective action.

**COUNTY OF LOS ANGELES
TEMPORARY SUPPORT PERSONNEL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

Sections found in: **Contract = Contract** **SOW = Exhibit A - Statement of Work**

SECTION	SPECIFIC PERFORMANCE REFERENCE/REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
CONTRACT: SECTION 4.0	Term of Contract	Contractor shall notify the County in writing when the Contract is within six (6) months from the expiration of the term.	Receipt of notification	\$500 per occurrence
CONTRACT: SECTION 5.0	Contract Sum	Contractor shall notify the County in writing when Contractor has incurred seventy-five percent (75%) of the total contract sum authorized under this Contract.	Receipt of notification	\$500 per occurrence
CONTRACT: SECTION 7.0	Administration of Contract - Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Review of reports, availability and response to inquires	\$200 per day when documentation not provided
CONTRACT: SECTION 8.26	Insurance Coverage	Insurance coverage maintained as required.	Receipt and review of Insurance and Documentation	\$500 per day; Contract termination at Library's option
CONTRACT: SECTION 8.39	Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents/records.	Review of records and Inspection of files	\$500 per occurrence
CONTRACT: SECTION 8.41	Subcontracting	Contract may not be subcontracted by contractor without the advanced approval of the County.	Review of records, Inspection of files, and interview of employees	\$500 per occurrence; Contract termination at Library's option
SOW: SECTION 4.0	Quality Control	Contractor shall establish and utilize a comprehensive Quality Control Plan.	Receipt of the Quality Control Plan	\$500 per occurrence
SOW: SECTION 5.0	Quality Assurance Plan	Contractor shall meet with the County as needed to monitor the successful progress of the contract.	Meeting as needed and/or as requested by the County.	\$200 per occurrence

**COUNTY OF LOS ANGELES
 TEMPORARY SUPPORT PERSONNEL SERVICES
 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

SECTION	SPECIFIC PERFORMANCE REFERENCE/REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: SECTION 6.8	Contractor's Office	County must have access Monday thru Friday, 8:00 a.m. - 5:00 p.m. to at least one (1) employee who can respond to inquires and complaints.	Non-responsive to phone calls, fax or e-mails.	\$500 per day, per occurrence
SOW: SECTION 9.0	Temporary Personnel Request	Contractor is to provide resumes and Job Applicant Information Sheets within twenty-four (24) hours of receipt of request.	Receipt of resume via fax or e-mail	\$300 per request and/or cancellation of request for personnel.
SOW: SECTION 10.3	Assignment of Unqualified Personnel	Contractor shall replace personnel within 24 hours.	Observation of personnel work product; User complaints	No payment for employee who fails to meet County requirements.

Note: This chart covers deduction/fees for contract non-compliance. Section of the contract may contain deductions for specific violations not addressed here. Non-compliance with any requirements not specified in the PRS above may be subject to the liquidated damages indicated under Section 8.27, sub-paragraph 8.27.2.

CONFIDENTIAL

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
JOB APPLICANT INFORMATION SHEET**

Date _____

Name _____

Last 4 digits
of Soc. Sec. No.

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Home Address _____
Street City Zip Code

Home Phone () _____ Cell/Message Phone () _____

E-mail address _____

Position Applied For: _____
Title Location

Instructions: This form is to be completed by candidates who are eligible for employment with the County of Los Angeles Public Library. It will be used as part of the job placement and selection interview process. If you have provided a resume, only complete those questions that request information that is not contained in your resume.

1. List any former names which you have used in employment _____

2. Are you a citizen of the United States of America? Yes No

If No, can you show proof of government permission to work? Yes No

3. If you are fluent in any language in addition to English, please list. Speak Read Write
(Please check if fluent)

4. Do you possess any other special skills that may be helpful on the job, such as typing or computer skills? If so, please describe and include skill level (for example, type 40 words per minute):

5. Do you have any relatives currently employed with our organization? If so, please complete:

Name Relationship Work Location

STATEMENT OF WORK EXHIBIT 3
Page 2 of 2

6. Education (Check one): High School Diploma G.E.D. Certificate

Name of College, University, Vocational School or Institute	Location/Address	Major	Degree/Certificate

7. List your work and volunteer experience for the last 10 years. If employed by the County of Los Angeles Public Library, include the position held and library/section. (Continue on reverse side or attach resume.)

Company/Dept. Name & Address	Phone No.	Position & Description of Duties	Dates Employed	Reason for Leaving

Check if experience is continued on a separate sheet.

8. Have you ever been convicted of a misdemeanor or felony by a criminal or military court?

Yes No

A full disclosure by you is to your advantage and your record does not constitute an automatic bar from employment. Factors such as age at the time of offense(s), and recency of offense(s) will be taken into account, as well as the relationship between the offense(s) and the job for which you applied. **List all convictions. (Continue on reverse side.) ANY CONVICTIONS OR COURT RECORDS WHICH ARE EXEMPTED BY A VALID COURT ORDER DO NOT HAVE TO BE INCLUDED.**

Offense	Date	Place/Court	Sentence/Fine

I hereby certify that all statements made on or in connection with this application are true to the best of my knowledge and belief. I understand that should I be selected for this position, my employment with the Department is contingent upon a background check for past criminal convictions, verification of suitability for the position and successful completion of a medical and/or psychological examination (if required).

I further understand that should disqualifying information be discovered, or it is found that I have falsified any information for this position (including the application), I will be immediately discharged, released or disqualified from employment.

Candidate Signature

Date

EXHIBIT B

PRICING SCHEDULE – HOURLY BILL RATES

REQUIRED FORMS - EXHIBIT 11

PRICING SCHEDULE - HOURLY BILL RATES
TEMPORARY PERSONNEL SERVICES

This constitutes a firm bid, irrevocable for a period of two-hundred and seventy (270) days. The rates quoted must reflect personnel meeting the minimum qualifications as described in *Appendix B - Statement of Work*.

<u>JOB CLASSIFICATION</u>	<u>HOURLY RATE</u>
Account Clerk I	<u>\$18.90</u>
Account Clerk II	<u>\$21.60</u>
Account Technician I	<u>\$18.90</u>
Intermediate Typist Clerk	<u>\$16.20</u>
Procurement Assistant	<u>\$17.55</u>
Receptionist	<u>\$12.48</u>
Senior Typist Clerk	<u>\$17.55</u>
Secretary	<u>\$16.20</u>
Warehouse Worker	<u>\$11.84</u>

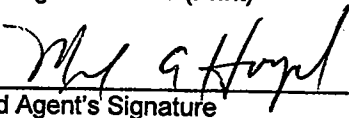
<u>OTHER CLASSIFICATIONS: (Specify)</u>	<u>HOURLY RATE</u>
<u>(NOT APPLICABLE)</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

AppleOne Employment Services
Company Name

990 Knox Street, Torrance, CA 90502
Address

Michael A. Hoyal
Authorized Agent's Name (Print)

Chief Financial Officer
Title


Authorized Agent's Signature

9/16/09
Date

EXHIBIT C

CONTRACTOR'S EEO CERTIFICATION

**REQUIRED FORMS - EXHIBIT 8
PROPOSER'S EEO CERTIFICATION**

AppleOne Employment Services

Company Name

990 Knox Street, Torrance, CA 90502

Address

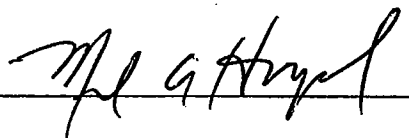
95-2580864

Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature 

9/16/09
Date

Michael A. Hoyal, Chief Financial Officer

Name and Title of Signer (please print)

EXHIBIT D

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: **Malou Rubio**
Title: Head, Support Services
Address: 7400 E. Imperial Hwy., Room 222
Downey, CA 90242
Telephone: (562) 940-8450
Facsimile: (562) 803-0330
E-Mail Address: **mrubio@library.lacounty.gov**

COUNTY PROJECT MANAGER:

Name: **Gilbert Anthony Garcia**
Title: Contract Services Coordinator
Address: 7400 E. Imperial Hwy., Room 206
Downey, CA 90242
Telephone: (562) 940-8485
Facsimile: (562) 803-0016
E-Mail Address: **ggarcia@library.lacounty.gov**

COUNTY CONTRACT PROJECT MONITOR:

Name: **Carolyn Donaldson**
Address: 7400 E. Imperial Hwy., Room 206
Downey, CA 90242
Telephone: (562) 940-8560
Facsimile: (562) 803-0016
E-Mail Address: **cdonaldson@library.lacounty.gov**

EXHIBIT E

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** Howroyd Wright Employment Agency dba AppleOne Employment**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**

Name: Torrey Hecht
Title: Branch Manager
Address: 5901 Green Valley Circle, Ste. 466
Culver City, CA 90230
Telephone: 310-242-9977
Facsimile: 310-242-9978
E-Mail Address: thecht@appleone.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

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

Name: Kenneth Landau
Title: Director of Government Services
Address: 990 Knox Street
Torrance, CA 90502
Telephone: 310-516-1572
Facsimile: 800-539-2228
E-Mail Address: klandau@appleone.com

Notices to Contractor shall be sent to the following:

Name: Kenneth Landau
Title: Director of Government Services
Address: 990 Knox Street
Torrance, CA 90502
Telephone: 310-516-1572
Facsimile: 800-539-2228
E-Mail Address: klandau@appleone.com

EXHIBIT F

CONTRACTOR 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 AppleOne Employment Services Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

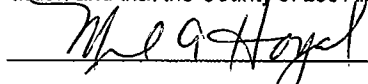
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition,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

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

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

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

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

SIGNATURE: 

DATE: 12/31/09

PRINTED NAME: Michael A. Hoyal

POSITION: Chief Financial Officer

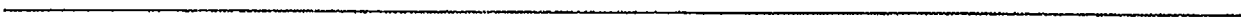


EXHIBIT G

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

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

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

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

EXHIBIT H

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.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un 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 Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un 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.





CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FUTURE PERSONNEL AGENCY, INC., dba TOP TEMPO

FOR

TEMPORARY SUPPORT PERSONNEL SERVICES

**CONTRACT PROVISIONS
 TEMPORARY SUPPORT PERSONNEL SERVICES
 TABLE OF CONTENTS**

SECTION	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	1
2.0	DEFINITIONS	2
3.0	WORK	3
4.0	TERM OF CONTRACT	3
5.0	CONTRACT SUM	3
6.0	ADMINISTRATION OF CONTRACT- COUNTY	5
6.1	COUNTY'S CONTRACT PROJECT DIRECTOR	5
6.2	COUNTY'S CONTRACT PROJECT MANAGER	6
6.3	COUNTY'S CONTRACT PROJECT MONITOR	6
7.0	ADMINISTRATION OF CONTRACT - CONTRACTOR	6
7.1	CONTRACTOR'S PROJECT MANAGER	6
7.2	APPROVAL OF CONTRACTOR'S EMPLOYEES	6
7.3	CONTRACTOR'S EMPLOYEES IDENTIFICATION	7
7.4	EMPLOYEE CRIMINAL RECORD	7
7.5	BACKGROUND AND SECURITY INVESTIGATIONS	7
7.6	CONFIDENTIALITY	8
8.0	STANDARD TERMS AND CONDITIONS	9
8.1	AMENDMENTS	9
8.2	ASSIGNMENT AND DELEGATION	10
8.3	AUTHORIZATION WARRANTY	10
8.4	BUDGET REDUCTIONS	11
8.5	COMPLAINTS	11
8.6	COMPLIANCE WITH APPLICABLE LAW	12
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	12
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	13
8.9	CONFLICT OF INTEREST	14
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	15

**CONTRACT PROVISIONS
 TEMPORARY SUPPORT PERSONNEL SERVICES
 TABLE OF CONTENTS**

SECTION	TITLE	PAGE
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS.....	15
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	15
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.....	18
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	18
8.15	CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	19
8.16	COUNTY'S QUALITY ASSURANCE PLAN.....	19
8.17	DAMAGE TO COUNTY FACILITIES, BUILDINGS, GROUNDS, EQUIPMENT AND MATERIALS.....	19
8.18	EMPLOYMENT ELIGIBILITY VERIFICATION.....	19
8.19	FACSIMILE REPRESENTATIONS.....	20
8.20	FAIR LABOR STANDARDS	20
8.21	FORCE MAJEURE	20
8.22	GOVERNING LAW, JURISDICTION, AND VENUE	21
8.23	INDEPENDENT CONTRACTOR STATUS.....	21
8.24	INDEMNIFICATION	22
8.25	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	22
8.26	INSURANCE COVERAGE	26
8.27	LIQUIDATED DAMAGES	27
8.28	MOST FAVORED PUBLIC ENTITY.....	28
8.29	NONDISCRIMINATION AND AFFIRMATIVE ACTION.....	29
8.30	NON EXCLUSIVITY.....	30
8.31	NOTICE OF DELAYS	30
8.32	NOTICE OF DISPUTES	30
8.33	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	31
8.34	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	31

**CONTRACT PROVISIONS
 TEMPORARY SUPPORT PERSONNEL SERVICES
 TABLE OF CONTENTS**

SECTION	TITLE	PAGE
8.35	NOTICES.....	31
8.36	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	31
8.37	PUBLIC RECORDS ACT	31
8.38	PUBLICITY	32
8.39	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	33
8.40	RECYCLED BOND PAPER.....	34
8.41	SUBCONTRACTING	34
8.42	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	35
8.43	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED TAX REDUCTION PROGRAM	35
8.44	TERMINATION FOR CONVENIENCE	36
8.45	TERMINATION FOR DEFAULT	36
8.46	TERMINATION FOR IMPROPER CONSIDERATION.....	38
8.47	TERMINATION FOR INSOLVENCY.....	38
8.48	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	39
8.49	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	39
8.50	VALIDITY.....	39
8.51	WAIVER.....	39
8.52	WARRANTY AGAINST CONTINGENT FEES.....	40
9.0	UNIQUE TERMS AND CONDITIONS.....	40
9.1	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM.....	40
9.2	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM....	41
SIGNATURES.....		43
STANDARD EXHIBITS		
A	STATEMENT OF WORK	
B	PRICING SCHEDULE - HOURLY RATES	

CONTRACT
CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
FUTURE PERSONNEL AGENCY, INC., dba TOP TEMPO
FOR
TEMPORARY SUPPORT PERSONNEL SERVICES

This Contract and Exhibits made and entered into this 12th day of January, 2010 by and between the County of Los Angeles, hereinafter referred to as County and **Future Personnel Agency, Inc., dba Top Tempo**, hereinafter referred to as Contractor. **Future Personnel Agency, Inc., dba Top Tempo** is located at **3731 Wilshire Blvd., Suite 512, Los Angeles, CA 90010**.

RECITALS

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

WHEREAS, the Contractor is a private firm specializing in providing Temporary Personnel Services; 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, and H are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule - Hourly Rates
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - County's Administration
- 1.5 EXHIBIT E - Contractor's Administration
- 1.6 EXHIBIT F - Contractor Acknowledgement and Confidentiality Agreement
- 1.7 EXHIBIT G - Jury Service Ordinance

1.8 EXHIBIT H - Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-section 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 the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of *Exhibit A, Statement of Work*.
- 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 **Contract Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County:** County of Los Angeles.
- 2.5 **County Librarian:** Head of the County of Los Angeles Public Library.
- 2.6 **County's Contract Project Director:** The individual designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Project Manager.
- 2.7 **County's Contract Project Manager:** The individual designated by the County's Contract Project Director to manage the operations under this Contract. He/She is responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.8 **County's Contract Project Monitor:** The individual designated to oversee the day-to-day activities of this Contract.
- 2.9 **Day(s):** Business day(s) unless otherwise specified.

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

2.11 **Library:** County of Los Angeles Public Library

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 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 for a period of **three (3)** years commencing after execution by the County's Board of Supervisors (Board) 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 period and **six (6)** month to month extensions, for a maximum total Contract term of **five (5)** years and **six (6)** months. Each such option and extension shall be exercised at the sole discretion of the County Librarian or their designee, as authorized by the Board.

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

5.0 CONTRACT SUM

5.1 The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with *Exhibit B, Pricing Schedule - Hourly Rates*, and shall not exceed **two hundred thousand dollars and zero cents (\$200,000.00)** for each year of this contract. The Contractor shall be paid only for services, actual hours worked, and other services approved in writing by the County, except as set forth in *Section 8.1 - Amendments, Sub-section 8.1.1*.

- 5.2 The County does not guarantee a minimum usage, however, the County shall make a good faith effort to procure as needed services hereunder each year the Contract is in effect, contingent upon the Library's adopted budget and needs.
- 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 percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Library at the address herein provided in *Exhibit D - County's Administration*.

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

The Contractor shall have no claim against the 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 the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the 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 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 - Hourly Rates*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in

writing no payment shall be due to the Contractor for that service.

- 5.6.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule - Hourly Rates*.
- 5.6.3 The Contractor's invoices shall include the following information: employee's name, job classification, hours and dates worked and the assignment location for which payment is claimed.
- 5.6.4 The Contractor shall submit the invoices to the County by the 15th calendar day of the month following the month of service.
- 5.6.5 All invoices under this Contract shall be submitted in **two (2)** copies to the following address:

County of Los Angeles Public Library
Contract Services Coordinator
7400 East Imperial Highway, Downey, CA 90242

5.6.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Contract 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.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

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

6.1 County's Contract Project Director

The responsibilities of the County's Contract 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 Contract Project Manager

The responsibilities of the County's Contract 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 Contract 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 the County in any respect whatsoever.

6.3 County's Contract Project Monitor

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

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

CONTRACTOR ADMINISTRATION

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

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in *Exhibit E - Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's 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 the County's Contract Project Manager and the County's Contract Project Monitor on a regular basis.

7.1.3 The Contractor's Project Manager must have **three (3) years** of experience.

7.2 Approval of Contractor's Employees

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

7.3 Contractor's Employees Identification

All of the Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. The Contractor bears all expense of the badging.

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

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

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

7.4 Employee Criminal Record

No personnel employed by the Contractor and providing the services herein shall have a criminal conviction record or pending criminal trial for bribery, fraud, receiving stolen property, robbery, embezzlement, theft or forgery, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees

associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Sub-section 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-section 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-section 7.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole

judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

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

7.6.4 The Contractor shall sign and adhere to the provisions of *Exhibit F - Contractor Acknowledgement and Confidentiality Agreement*.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Contract Sum, hourly bill rates, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board, for the exception of which County Librarian is expressly authorized to increase the contract sum set forth in *Section 5.0 - Contract Sum*, not to exceed ten percent (10%) of the total contract sum for a particular contract year due to unanticipated work. Any such changes shall be in writing and signed by the County Librarian and Contractor.

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 County Librarian or their designee.

8.1.3 The County Librarian or their designee may at his/her sole discretion, authorize extensions of time as defined in *Section 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 County Librarian or their 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 the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-section, the 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 the 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 the 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 the 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 the County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the 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, 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.

8.3 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 **twenty (20)** 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 Contract 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 Contract Project Manager within five (5) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

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

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

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

this Contract. The Contractor shall comply with *Exhibit C - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

1. Unless 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 (5) 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-section, "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-section. The provisions of this sub-section 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. The Contractor's violation of this sub-section of the Contract 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 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-section 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 ACKNOWLEDGMENT 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 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

8.16 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.

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.

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS, GROUNDS, EQUIPMENT AND MATERIALS

8.17.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, grounds, equipment and materials 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.

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

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

8.18.1 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.

- 8.18.2 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.

8.19 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-section 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.

8.20 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.

8.21 FORCE MAJEURE

- 8.21.1 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-section as "force majeure events").

8.21.2 Notwithstanding the foregoing, a default by a subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the 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 the Contractor to meet the required performance schedule. As used in this sub-section, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.21.3 In the event the Contractor's failure to perform arises out of a force majeure event, the 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.

8.22 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.

8.23 INDEPENDENT CONTRACTOR STATUS

8.23.1 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.

8.23.2 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.

8.23.3 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.

8.23.4 The Contractor shall adhere to the provisions stated in Sub-section 7.6 - Confidentiality.

8.24 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.

8.25 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.25 and 8.26 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.25.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address

shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to the County not less than 10 days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles Public Library
Contract Services Coordinator
7400 East Imperial Highway, Downey, CA 90242

The Contractor also shall promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or County.

8.25.2 Additional Insured Status and Scope of Coverage

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

8.25.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, the Contractor's insurance policies shall provide, and Certificates shall specify, that the County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to the County in event of cancellation for non-payment of premium.

8.25.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach.

8.25.5 Insurer Financial Ratings

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

8.25.6 Contractor's Insurance Shall Be Primary

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

8.25.7 Waivers of Subrogation

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

8.25.8 Sub-Contractor Insurance Coverage Requirements

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

8.25.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.25.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. The Contractor understands and agrees it shall

maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.25.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.25.12 Separation of Insureds

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

8.25.13 Alternative Risk Financing Programs

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

8.25.14 County Review and Approval of Insurance Requirements

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

8.26 INSURANCE COVERAGE

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

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

8.26.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or

equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

8.26.4 Unique Insurance Coverage

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.27 LIQUIDATED DAMAGES

8.27.1 If, in the judgment of the County Librarian, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian, or their 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 County Librarian, or their designee, in a written notice describing the reasons for said action.

- 8.27.2 If the County Librarian, or their designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or their designee, deems are correctable by the Contractor over a certain time span, the County Librarian, or their 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 County Librarian, or their 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 Two Hundred Dollars (\$200) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in *Exhibit A, Statement of Work Exhibits, Exhibit 2 PRS*, 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.
- 8.27.3 The action noted in paragraph 8.27.2 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.
- 8.27.4 This sub-section 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 paragraph 8.27.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.28 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.

8.29 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.29.1 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.
- 8.29.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit C - Contractor's EEO Certification*.
- 8.29.3 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.
- 8.29.4 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.
- 8.29.5 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.
- 8.29.6 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-section 8.29 when so requested by the County.

8.29.7 If the County finds that any provisions of this Sub-section 8.29 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.

8.29.8 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. Refer to *Exhibit A, Statement of Work Exhibits, Exhibit 2 – Performance Requirement Summary (PRS)* for non-compliance.

8.30 NON EXCLUSIVITY

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

8.31 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.

8.32 NOTICE OF DISPUTES

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

8.33 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.

8.34 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.35 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 *Exhibit D - County's Administration* and *Exhibit E - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The County Librarian or their designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.36 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 (1) 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.

8.37 PUBLIC RECORDS ACT

8.37.1 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-section 8.39 - 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.

- 8.37.2 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.

8.38 PUBLICITY

- 8.38.1 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 Contract Project Director. The County shall not unreasonably withhold written consent.
- 8.38.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section 8.38 shall apply.

8.39 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.

- 8.39.1 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).
- 8.39.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.39 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.39.3 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.

8.40 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.

8.41 SUBCONTRACTING

8.41.1 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.

8.41.2 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.

8.41.3 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.

8.41.4 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.

8.41.5 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.

8.41.6 The County's Contract 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, the Contractor shall forward a fully executed subcontract to the County for their files.

8.41.7 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.

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

County of Los Angeles Public Library
Contract Services Coordinator
7400 East Imperial Highway, Downey, CA 90242

before any Subcontractor employee may perform any work hereunder.

8.42 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-section 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-section 8.45 - Termination for Default* and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

Failure of Contractor to maintain compliance with the requirements set forth in *Sub-section 8.15 - Contractors Warranty of Compliance with County's Defaulted Property Tax Reduction Program* shall constitute default under

this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.44 TERMINATION FOR CONVENIENCE

8.44.1 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.

8.44.2 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.

8.44.3 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-section 8.39, Record Retention and Inspection/Audit Settlement.*

8.45 TERMINATION FOR DEFAULT

8.45.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Contract 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.

- 8.45.2 In the event that the County terminates this Contract in whole or in part as provided in paragraph 8.45.1, 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-section.
- 8.45.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in paragraph 8.45.2 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 paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.45.4 If, after the County has given notice of termination under the provisions of this Sub-section 8.45, it is determined by the County that the Contractor was not in default under the provisions of this Sub-section 8.45, or that the default was excusable under the provisions of paragraph 8.45.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to *Sub-section 8.44 - Termination for Convenience*.

- 8.45.5 The rights and remedies of the County provided in this Sub-section 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 IMPROPER CONSIDERATION

- 8.46.1 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.
- 8.46.2 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.
- 8.46.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.47 TERMINATION FOR INSOLVENCY

- 8.47.1 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.

8.47.2 The rights and remedies of the County provided in this Sub-section 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.48 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.

8.49 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.

8.50 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.

8.51 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.52 WARRANTY AGAINST CONTINGENT FEES

- 8.52.1 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.
- 8.52.2 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 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.1.1 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.
- 9.1.2 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.
- 9.1.3 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.
- 9.1.4 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 sub-paragraph (1), be assessed a penalty in an amount of not more than ten 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 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 Office of Affirmative Action and Compliance (OAAC) of this information prior to responding to a solicitation or accepting a contract award.

9.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 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 Transitional Job Opportunity vendor.
- 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 Transitional Job Opportunity vendor.
- 9.2.4 If the 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 sub-paragraph (1), be assessed a penalty in an amount of not more than ten 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.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the 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: FUTURE PERSONNEL AGENCY INC., dba TOP TEMPO

By L. McCune
Name
President
Title

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 Lachelle Smitherman
Deputy

COUNTY OF LOS ANGELES

By Gloria Molina
Chair, Board of Supervisors

77223

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Lachelle Smitherman
DEPUTY



APPROVED AS TO FORM:

Robert E. Kalunian
Acting County Counsel

By Aleen Langton
Aleen Langton
Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27

JAN 12 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**CONTRACT EXHIBITS
TEMPORARY SUPPORT PERSONNEL SERVICES**

TABLE OF CONTENTS

STANDARD EXHIBITS

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C CONTRACTOR'S EEO CERTIFICATION
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G JURY SERVICE ORDINANCE
- H SAFELY SURRENDERED BABY LAW

EXHIBIT A

STATEMENT OF WORK (SOW)

TEMPORARY SUPPORT PERSONNEL SERVICES

**STATEMENT OF WORK (SOW)
 TEMPORARY SUPPORT PERSONNEL SERVICES
 TABLE OF CONTENTS**

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1.0	SCOPE OF WORK	1
2.0	DEFINITIONS	1
3.0	ADDITIONAL SERVICES, SPECIFIC TASKS AND/OR WORK HOURS	2
4.0	QUALITY CONTROL.....	2
5.0	QUALITY ASSURANCE PLAN	3
6.0	RESPONSIBILITIES.....	3
	<u>County</u>	
6.1	Personnel	3
	<u>Contractor</u>	
6.2	Contract Project Manager.....	4
6.3	Personnel	4
6.4	Training	5
6.5	Salaries	5
6.6	Identification Badge.....	5
6.7	Background Security	5
6.8	Contractor's Office.....	5
7.0	HOURS/DAYS OF WORK	5
8.0	USE OF COUNTY SEAL OR LETTERHEAD	6
9.0	TEMPORARY PERSONNEL REQUEST	6
10.0	CONTRACTOR EMPLOYEE ACCEPTABILITY.....	6
11.0	MINIMUM QUALIFICATIONS	7
11.1	Account Clerk I	7
11.2	Account Clerk II.....	7
11.3	Account Technician I	7
11.4	Intermediate Typist Clerk	7
11.5	Procurement Assistant	8
11.6	Receptionist.....	8

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Contractor shall provide experienced personnel on an as-needed basis for the County of Los Angeles Public Library (Library) to perform the duties delineated herein. The majority of the work assignments will be at the Library Headquarters located in Downey. However, it is helpful if the selected Contractor(s) is able to fill requests to staff other areas throughout the County of Los Angeles.

- 1.1 The nine (9) principal job classifications needed are Account Clerk I, Account Clerk II, Account Technician I, Intermediate Typist Clerk, Procurement Assistant, Receptionist, Senior Typist Clerk, Secretary, and Warehouse Worker. Other job classifications could be required from time-to-time in **a)** higher level job classifications with duties comparable to those in the principal job classifications (for example: executive secretary, etc.) and **b)** other occupational categories such as programmer analysts and general laborers.
- 1.2 The Contract is to provide temporary personnel on an as-needed basis, for any temporary situations and is not an exclusive contract. Temporary Personnel services may be utilized for any single peak load, emergency or temporary absence which requires temporary personnel services not to exceed a maximum of ninety (90) business days or 720 hours whichever, comes first. County reserves the right to contract with other entities for the same or similar services.
- 1.3 The County does not guarantee a minimum usage, however, the County shall make a good faith effort to procure as needed services hereunder each year the Contract is in effect, contingent upon the Library's adopted budget and needs.

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 the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of *Exhibit A, Statement of Work*.
- 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 **Contract Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County:** County of Los Angeles.
- 2.5 **County Librarian:** Head of the County of Los Angeles Public Library.
- 2.6 **County's Contract Project Director:** The individual designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Project Manager.
- 2.7 **County's Contract Project Manager:** The individual designated by the County's Contract Project Director to manage the operations under this Contract. He/She is responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.8 **County's Contract Project Monitor:** The individual designated to oversee the day-to-day activities of this Contract.
- 2.9 **Day(s):** Business day(s) unless otherwise specified.
- 2.10 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.11 **Library:** County of Los Angeles Public Library

3.0 ADDITIONAL SERVICES, SPECIFIC TASKS AND/OR WORK HOURS

The County shall have the right to request additional services, specific tasks and/or work hours based on organization and/or operational requirements during the term of the contract with a five (5) day written notice from the County. Telephone notification by the County shall be made for services needing immediate attention.

4.0 QUALITY CONTROL

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

- 4.1 Specific activities to be monitored such as: experience and performance of temporary personnel; and
- 4.2 Method of monitoring to ensure that Contract requirements are being met.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, *Section 8.0 - Standard Terms and Conditions, Sub-section 8.16 - County's Quality Assurance Plan*.

5.1 Meetings

The Contractor shall meet with the County as needed to monitor the successful progress of the contract. Failure to attend will cause an assessment of two-hundred dollars (\$200.00).

5.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the Contractor's Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County's Contract Project Manager will issue a formal Contract Discrepancy Report (*Statement of Work Exhibits, Exhibit 1 - Contract Discrepancy Report*). Upon receipt of this document, the Contractor is required to respond in writing to the County's Contract Project Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County's Contract Project Monitor within ten (10) business days.

5.3 County Observations

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

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, *Section 6.0 - Administration of Contract - County*. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, *Section 8.0 - Standard Terms and Conditions, Sub-section 8.1 - Amendments.*

CONTRACTOR

6.2 Contract Project Manager

- 6.2.1 The Contractor shall provide a full-time Contract Project Manager or designated alternate. The County must have access to the Contract Project Manager during all hours, 365 days per year. The Contractor shall provide a telephone number where the Contract Project Manager may be reached on a twenty-four (24) hour per day basis.
- 6.2.2 The Contract Project Manager shall act as a central point of contact with the County.
- 6.2.3 The Contract Project Manager shall have three (3) years of experience.
- 6.2.4 The Contract Project Manager/alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Contract Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.3 Personnel

- 6.3.1 The Contractor is responsible for ensuring that its employees and the Temporary Personnel provided have the necessary skills, competence and expertise to fully and completely perform the specialized services called for in the contract.
- 6.3.2 The Contractor shall be required to background check their employees as set forth in *Section 7.0 - Administration of Contract - Contractor, Sub-section 7.5 - Background and Security Investigations*, of the Contract.
- 6.3.3 All personnel provided by the Contractor shall have a neat business like appearance and behave in a professional manner with peers,

the public, and/or all levels of personnel with whom the assignment will place the individual in contact.

6.3.4 All personnel provided by the Contractor must be able to read, write, speak and understand English.

6.4 Training

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees who will perform services under this contract.

6.5 Salaries

The Contractor will be solely responsible for providing to its employees all legally required employee benefits. The County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the Contractor.

6.6 Identification Badge

The Contractor shall ensure their employees are appropriately identified as set forth in *Sub-section 7.3 - Contractor's Employees Identification*, of the Contract.

6.7 Background Security

The County requires every employee to pass a criminal background check, as a condition of employment. Background check results must be completed before the individual is placed into the assignment.

6.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call.**

7.0 HOURS/DAY OF WORK

Contract personnel may be assigned work shifts between the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, and possibly some Saturdays based on work assignment. Contractor is not required to provide services on County -

recognized holidays or the Public Library's Staff Training Day. The County's Contract Project Monitor will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year.

8.0 USE OF COUNTY SEAL OR LETTERHEAD

The Contractor or its employees shall not use or display the official seal, letterhead or name of the County of Los Angeles or County of Los Angeles Public Library on any of its letterheads or communications with any agency or for any other cause.

9.0 TEMPORARY PERSONNEL REQUEST

- 9.1 The County will submit a request for temporary personnel services via fax, phone or e-mail with the following information: job title, duties, location, duration of assignment and bill rate.
- 9.2 Upon receipt of request the Contractor will provide resumes for potential temporary personnel. In addition, a **Job Applicant Information Sheet** (*Statement of Work Exhibits, Exhibit 3*) will be submitted with each resume. If the Contractor is unable to provide resumes and Job Applicant Information Sheets within twenty-four (24) hours of request, the County reserves the right to cancel the request and obtain the services from other sources.

10.0 CONTRACTOR EMPLOYEE ACCEPTABILITY

- 10.1 The Contractor shall immediately remove any employee working on this Contract when instructed to do so by the County's Contract Project Manager. The Contractor shall replace this employee within twenty-four (24) hours.
- 10.2 All personnel assigned by the Contractor to perform these services shall be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge them. However, any employee of the Contractor who, in the opinion of the County is unsatisfactory shall immediately be removed from servicing the Contract. The Contractor shall not subcontract with any personnel for performance of services hereunder unless the provisions in *Sub-section 8.41 - Subcontracting*, of the Contract are met.
- 10.3 **Assignment of Unqualified Personnel**

In the event the personnel provided by the contractor is unable to perform the duties specified in *Section 9.0 - Temporary Personnel Request*, the Contractor shall remove the employee within twenty-four (24) hours, and

provide County with a qualified replacement employee. Contractor shall not charge the County for the services of any unqualified employee's services.

11.0 MINIMUM QUALIFICATIONS

Listed below are the minimum qualifications for each of the nine (9) principal classifications:

11.1 ACCOUNT CLERK I

One year's experience in bookkeeping assisting in the maintenance of a double entry accounting system and associated subsidiary records involving coding transactions and posting and balancing of ledgers, journals, and registers. Must be able to use a 10-key calculator by touch; have knowledge of accounts receivable and payable; be able to reconcile bank statements and other financial statements; and review invoices for payment.

11.2 ACCOUNT CLERK II

One year's experience at the level of Account Clerk I. Must be able to perform a variety of the more difficult and complex bookkeeping and financial-clerical work, spending a large portion of time in maintaining the accounting records of a moderate to large-scale general accounting system; reconcile bank accounts affecting the balances of a large group of funds or revenue accounts, and involving a very large number of transactions; and compile financial, statistical accounting, and operating reports.

11.3 ACCOUNT TECHNICIAN I

Education: Completion of twelve units of Accounting including a course in advanced accounting from an accredited college, or equivalent accounting education - OR - Graduation from an accredited junior college or two-year business college with completion of the full accounting curriculum. Experience: One year accounting experience.

11.4 INTERMEDIATE TYPIST CLERK

One year's office clerical experience - OR - A certificate or Associate of Arts degree in clerical procedures or office administration from an accredited college. Must be able to type at the rate of 40 net words per minute; must be proficient in using a facsimile and photocopy machine; have experience using a computer and be proficient in Microsoft Word; and be able to adhere to controls and procedures where work is divided among personnel performing separate parts of an entire operation.

11.5 PROCUREMENT ASSISTANT

One year's experience in procurement, storekeeping or related activities at the level of the County classification of Procurement Aid. Must be able to canvass vendors to locate items which are out of production or are in short supply; obtain prices, discounts, and delivery dates; participate in writing specifications; review reports of goods received; and inspect merchandise to verify conformance to purchase order specifications.

11.6 RECEPTIONIST

One year of office clerical experience. Must communicate clearly in English, verbally and in writing; answer multiple telephone lines and take messages accurately; interact with the public and staff by telephone and in person; give accurate and complete information; and use good customer service skills.

11.7 SENIOR TYPIST CLERK

Three year's office clerical experience, one year of which must have been at the level of the County classification Intermediate Typist Clerk. Must be able to type at the rate of 40 net words per minute; be proficient in using a facsimile, photocopy machine and calculator; have experience using a computer and be proficient in Microsoft Word and Microsoft Excel; be able to type drafts and final versions of various documents and review and edit documents to ensure proper grammar, spelling, punctuation and format.

11.8 SECRETARY

Two year's secretarial experience. Must be able to type 40 net words per minute; use a computer and must be proficient in Microsoft Word, Microsoft Excel or Access; be able to screen office and telephone calls; schedule appointments and arrange conferences and meetings; compose announcements, memos and letters; prepare drafts and final versions of memos, letters, notices and bulletins; attend meetings; and record minutes.

11.9 WAREHOUSE WORKER

Six months experience in receiving, storing, issuing, and shipping inventorying supplies, equipment or property.

12.0 SPECIFIC WORK REQUIREMENTS

- 12.1 The Contractor shall provide qualified and dependable employees who will perform, under County supervision, services required to cover specified task(s), sites and work shifts.

- 12.2 The Contractor is expected to provide efficient and experienced personnel.
- 12.3 The Contractor shall be responsible for providing all legally required employee benefits to employees assigned to the County on behalf of the Contractor including, without limitation, direct and indirect payment of salaries, wages, compensation or other benefits.
- 12.4 The Contractor has the responsibility of their employee's transportation to and from the work site(s). The County will not reimburse Contractor's personnel for travel time, in time or money.

13.0 GREEN INITIATIVES

- 13.1 The Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 13.2 The Contractor shall notify the County's Contract Project Manager of Contractor's new green initiatives prior to the contract commencement.

14.0 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary (PRS) is a listing of services that are intended to be completely consistent with the Contract and the Statement of Work (SOW) and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. Refer to the *Statement of Work Exhibits, Exhibit 2 – Performance Requirements Summary (PRS)*. In any case of apparent inconsistency between services as stated in the Contract and the SOW and the PRS, the meaning apparent in the Contract or the SOW will prevail. If any service seems to be created in the PRS, which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

14.1 Corrective Action Plan

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

- Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance; specify steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.

- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, *Section 8.0 - Standard Terms and Conditions, Sub-section 8.44 - Termination for Convenience.*

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EXHIBIT A

STATEMENT OF WORK EXHIBITS

- 1 CONTRACT DISCREPANCY REPORT (SAMPLE)**
- 2 PERFORMANCE REQUIREMENTS SUMMARY (PRS)**
- 3 JOB APPLICANT INFORMATION SHEET**



7400 E. IMPERIAL HWY. • P.O. BOX 7011 • DOWNEY, CA 90241-7011 • PHONE: 562-940-8485 • FAX: 562-803-0016

CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor: **February 3, 2009**

TO: (Contractor) **John Doe
DoeRayMe Building Services, Inc.,**

FROM:	Jane Smith Contract Services Unit	Phone No.:	(562) 940 – 6919
		Fax No.:	(562) 803 – 0016

CONTRACT NO. **12345** CONTRACT TITLE: **CUSTODIAL SERVICES – AREA 3**

TYPE OF DISCREPANCY:

DISCREPANCY DETAILS:

CONTRACTOR RESPONSE INSTRUCTIONS:

1. Acknowledge the receipt of the Contract Discrepancy Report to the County Contract Project Manager.
2. Review the discrepancy.
3. Review the Contract reference for compliance.
4. Identify the cause of the problem and determine a corrective action.
5. Respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the Contract Services Coordinator.

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

The Contract Services Coordinator will evaluate the Contractor’s response and will reply to the Contractor indicating satisfactory or unsatisfactory completion of the corrective action.

**COUNTY OF LOS ANGELES
TEMPORARY SUPPORT PERSONNEL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

Sections found in: **Contract = Contract** **SOW = Exhibit A - Statement of Work**

SECTION	SPECIFIC PERFORMANCE REFERENCE/REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
CONTRACT: SECTION 4.0	Term of Contract	Contractor shall notify the County in writing when the Contract is within six (6) months from the expiration of the term.	Receipt of notification	\$500 per occurrence
CONTRACT: SECTION 5.0	Contract Sum	Contractor shall notify the County in writing when Contractor has incurred seventy-five percent (75%) of the total contract sum authorized under this Contract.	Receipt of notification	\$500 per occurrence
CONTRACT: SECTION 7.0	Administration of Contract - Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Review of reports, availability and response to inquires	\$200 per day when documentation not provided
CONTRACT: SECTION 8.26	Insurance Coverage	Insurance coverage maintained as required.	Receipt and review of Insurance and Documentation	\$500 per day; Contract termination at Library's option
CONTRACT: SECTION 8.39	Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents/records.	Review of records and Inspection of files	\$500 per occurrence
CONTRACT: SECTION 8.41	Subcontracting	Contract may not be subcontracted by contractor without the advanced approval of the County.	Review of records, Inspection of files, and interview of employees	\$500 per occurrence; Contract termination at Library's option
SOW: SECTION 4.0	Quality Control	Contractor shall establish and utilize a comprehensive Quality Control Plan.	Receipt of the Quality Control Plan	\$500 per occurrence
SOW: SECTION 5.0	Quality Assurance Plan	Contractor shall meet with the County as needed to monitor the successful progress of the contract.	Meeting as needed and/or as requested by the County.	\$200 per occurrence

**COUNTY OF LOS ANGELES
 TEMPORARY SUPPORT PERSONNEL SERVICES
 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

SECTION	SPECIFIC PERFORMANCE REFERENCE/REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: SECTION 6.8	Contractor's Office	County must have access Monday thru Friday, 8:00 a.m. - 5:00 p.m. to at least one (1) employee who can respond to inquires and complaints.	Non-responsive to phone calls, fax or e-mails.	\$500 per day, per occurrence
SOW: SECTION 9.0	Temporary Personnel Request	Contractor is to provide resumes and Job Applicant Information Sheets within twenty-four (24) hours of receipt of request.	Receipt of resume via fax or e-mail	\$300 per request and/or cancellation of request for personnel.
SOW: SECTION 10.3	Assignment of Unqualified Personnel	Contractor shall replace personnel within 24 hours.	Observation of personnel work product; User complaints	No payment for employee who fails to meet County requirements.

Note: This chart covers deduction/fees for contract non-compliance. Section of the contract may contain deductions for specific violations not addressed here. Non-compliance with any requirements not specified in the PRS above may be subject to the liquidated damages indicated under Section 8.27, sub-paragraph 8.27.2.

CONFIDENTIAL

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
JOB APPLICANT INFORMATION SHEET**

Date _____

Name _____

Last 4 digits
of Soc. Sec. No.

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Home Address _____
Street City Zip Code

Home Phone () _____ Cell/Message Phone () _____

E-mail address _____

Position Applied For: _____
Title Location

Instructions: This form is to be completed by candidates who are eligible for employment with the County of Los Angeles Public Library. It will be used as part of the job placement and selection interview process. If you have provided a resume, only complete those questions that request information that is not contained in your resume.

1. List any former names which you have used in employment _____

2. Are you a citizen of the United States of America? Yes No

If No, can you show proof of government permission to work? Yes No

3. If you are fluent in any language in addition to English, please list. Speak Read Write
(Please check if fluent)

4. Do you possess any other special skills that may be helpful on the job, such as typing or computer skills? If so, please describe and include skill level (for example, type 40 words per minute):

5. Do you have any relatives currently employed with our organization? If so, please complete:

Name Relationship Work Location

STATEMENT OF WORK EXHIBIT 3
Page 2 of 2

6. Education (Check one): High School Diploma G.E.D. Certificate

Name of College, University, Vocational School or Institute	Location/Address	Major	Degree/Certificate

7. List your work and volunteer experience for the last 10 years. If employed by the County of Los Angeles Public Library, include the position held and library/section. (Continue on reverse side or attach resume.)

Company/Dept. Name & Address	Phone No.	Position & Description of Duties	Dates Employed	Reason for Leaving

Check if experience is continued on a separate sheet.

8. Have you ever been convicted of a misdemeanor or felony by a criminal or military court?

Yes No

A full disclosure by you is to your advantage and your record does not constitute an automatic bar from employment. Factors such as age at the time of offense(s), and recency of offense(s) will be taken into account, as well as the relationship between the offense(s) and the job for which you applied. **List all convictions. (Continue on reverse side.) ANY CONVICTIONS OR COURT RECORDS WHICH ARE EXEMPTED BY A VALID COURT ORDER DO NOT HAVE TO BE INCLUDED.**

Offense	Date	Place/Court	Sentence/Fine

I hereby certify that all statements made on or in connection with this application are true to the best of my knowledge and belief. I understand that should I be selected for this position, my employment with the Department is contingent upon a background check for past criminal convictions, verification of suitability for the position and successful completion of a medical and/or psychological examination (if required).

I further understand that should disqualifying information be discovered, or it is found that I have falsified any information for this position (including the application), I will be immediately discharged, released or disqualified from employment.

Candidate Signature

Date

EXHIBIT B

PRICING SCHEDULE – HOURLY BILL RATES

REQUIRED FORMS – EXHIBIT 11

PRICING SCHEDULE – HOURLY BILL RATES
TEMPORARY PERSONNEL SERVICES

This constitutes a firm bid, irrevocable for a period of two-hundred and seventy (270) days. The rates quoted must reflect personnel meeting the minimum qualifications as described in *Appendix B – Statement of Work*.

<u>JOB CLASSIFICATION</u>	<u>HOURLY RATE</u>
Account Clerk I	\$16.22
Account Clerk II	17.63
Account Technician I	19.25
Intermediate Typist Clerk	14.10
Procurement Assistant	21.15
Receptionist	13.00
Senior Typist Clerk	15.51
Secretary	17.40
Warehouse Worker	15.00

OTHER CLASSIFICATIONS: (Specify)Future Personnel Agency, Inc. dba Top Tempo3731 Wilshire Boulevard, Suite 512,
Los Angeles, CA 90010Linda Lea McGuire

Authorized Agent's Name (Print)



Authorized Agent's Signature

President

Title

9/22/09

Date

EXHIBIT C

CONTRACTOR'S EEO CERTIFICATION

**REQUIRED FORMS - EXHIBIT 8
PROPOSER'S EEO CERTIFICATION**

Future Personnel Agency, Inc. / Top Tempo

Company Name

3731 Wilshire Blvd., Ste 512 Los Angeles, CA 90010

Address

95-3313592

Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature

Linda Lea McGuire

9/22/09

Date

Linda Lea McGuire, President

Name and Title of Signer (please print)

EXHIBIT D

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: **Malou Rubio**
Title: Head, Support Services
Address: 7400 E. Imperial Hwy., Room 222
Downey, CA 90242
Telephone: (562) 940-8450
Facsimile: (562) 803-0330
E-Mail Address: **mrubio@library.lacounty.gov**

COUNTY PROJECT MANAGER:

Name: **Gilbert Anthony Garcia**
Title: Contract Services Coordinator
Address: 7400 E. Imperial Hwy., Room 206
Downey, CA 90242
Telephone: (562) 940-8485
Facsimile: (562) 803-0016
E-Mail Address: **ggarcia@library.lacounty.gov**

COUNTY CONTRACT PROJECT MONITOR:

Name: **Carolyn Donaldson**
Address: 7400 E. Imperial Hwy., Room 206
Downey, CA 90242
Telephone: (562) 940-8560
Facsimile: (562) 803-0016
E-Mail Address: **cdonaldson@library.lacounty.gov**

EXHIBIT E

CONTRACTOR'S ADMINISTRATION

CONTRATOR'S ADMINISTRATION

CONTRACTOR'S NAME: Future Personnel Agency, Inc., dba Top Tempo

CONTRACT No: _____

CONTRACTOR'S PROJECT MANAGER:

- 1. Name:** Lia Celi
Title: Contract Project Manager
Address: 3731 Wilshire Blvd., Suite 512, Los Angeles, CA 90010
Telephone: 213 388-7444
Facsimile: 213 388-7432
E-mail Address: Lia@topjobsusa.net

CONTRACTOR'S AUTHORIZED OFFICIAL (S)

- 2. Name:** Linda L. McGuire
Title: President
Address: 3731 Wilshire Blvd., Suite 512, Los Angeles, CA 90010
Telephone: 213 388-7444
Facsimile: 213 388-7434
E-mail Address: Linda@topjobsusa.net
- 3. Name:** Claudia Ware
Title: Operations Manager
Address: 3731 Wilshire Blvd., Suite 512, Los Angeles, CA 90010
Telephone: 213 388-7444
Facsimile: 213 388-7432
E-mail Address: Claudia@topjobsusa.net

NOTICES TO CONTRACTOR shall be sent to the following:

- 1. Name:** Lia Celi
Title: Contract Project Manager
Address: 3731 Wilshire Blvd., Suite 512, Los Angeles, CA 90010
Telephone: 213 388-7444
Facsimile: 213 388-7432
E-mail Address: Lia@topjobsusa.net
- 2. Name:** Linda L. McGuire
Title: Contract Project Manager
Address: 3731 Wilshire Blvd., Suite 512, Los Angeles, CA 90010
Telephone: 213 388-7444
Facsimile: 213 388-7432
E-mail Address: Linda@topjobsusa.net

EXHIBIT F

CONTRACTOR 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 Future Personnel Agency, Inc., dba Top Tempo 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 for the County.

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

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithm 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: Linda Lea McGuire

DATE: 12 / 7 / 09

PRINTED NAME: Linda Lea McGuire

POSITION: President

EXHIBIT G

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

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

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

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

EXHIBIT H

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.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un 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 Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un 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.

