

County of Los Angeles Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT Chief Executive Officer

DATE: TIME:

Wednesday, March 30, 2022 9:30 a.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW. TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996 ID: 169948309#

Click here to join the meeting

AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

- 1. CALL TO ORDER
- 2. GENERAL PUBLIC COMMENT
- **3. INFORMATIONAL ITEM(S):** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
 - A. Board Letter:

ACCEPT A GRANT AWARD FORM THE CALIFORNIA GOVERNER'S OFFICE OF EMERGENCY SERVICES FOR FISCAL YEAR 2021 CALIFORNIA COVERDELL PROGRAM Speaker(s): Diane Stone and Sheila Courts (Sheriff's)

B. Board Letter:

ACCEPT GRANT FUNDS FROM THE CALIFORNIA WATER SERVICE FIREFIGHTER GRANT PROGRAM AND APPROVE APPROPRIATION ADJUSTMENT FY 2021/22 Speaker(s): Theresa Barrera (FIRE)

C. Board Letter:

APPROVAL OF A CONTRACT WITH APPLEONE EMPLOYMENT SERVICES TO PROVIDE CLERICAL SERVICES AT BARRY J. NIDORF JUVENILE HALL FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT Speaker(s): Robert Smythe and James T. Johnson (Probation)

D. Board Letter:

APPROVAL OF A CONTRACT WITH APPLEONE EMPLOYMENT SERVICES TO PROVIDE CLERICAL SERVICES AT CENTRAL JUVENILE HALL FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT Speaker(s): Robert Smythe and James T. Johnson (Probation) E. Board Letter: APPROVAL OF A MODEL MASTER AGREEMENT FOR DNA LABORATORY SERVICES Speaker(s): Angelo Faiella and Micah Anozie (Sheriff's)

4. PRESENTATION/DISCUSSION ITEM(S):

A. Board Letter:

APPROVE SOLE SOURCE AMENDMENT NUMBER ONE TO EXTEND CONTRACT NUMBER 78830 WITH DELTAWRX LLC TO PROVIDE CONTINUTED COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM CONSULTING SERVICES

Speaker(s): Marshall Yelverton and Angelo Faiella (Sheriff's)

B. Board Briefing: DISTRICT ATTORNEY (DA) BUDGET PRIORITIES BRIEFING Speaker(s): Dorinne Jordan and Sharon Woo (DA)

5. **PUBLIC COMMENTS**

CLOSED SESSION

CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (Subdivision (a) of Government Code Section 54956.9)

LaTanya Nelloms v. County of Los Angeles Los Angeles Superior Court Case Number BC712077

Department: Sheriff's

6. ADJOURNMENT

7. **UPCOMING ITEMS:**

A. Board Letter:

APPROVAL OF A SOLE SOURCE CONTRACT WITH THE CAREY GROUP TO PROVIDE CONGNITIVE BEHARIORAL INTERVENTION (CBI) TRAINING FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT Speaker(s): Robert Smythe and Richard Giron (Probation)

B. Board Letter:

APPROVAL OF SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT FOR SCHOOL RESOURCE DEPUTY PROGRAM Speaker(s): Rudy Sanchez and Mina Cho (Sheriff's)

C. Board Letter:

APPROVAL OF SCHOOL SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT FOR SPECIAL EVENTS Speaker(s): Rudy Sanchez and Mina Cho (Sheriff's)

D. Board Letter:

HEARING ON RECOMMENDED FEE INCREASE FOR THE JUNIOR LIFEGUARD PROGRAM AFTER PUBLIC HEARING Speaker(s): Theresa Barrera and Fernando Boiteux (Fire)

E. Board Letter:

APPROVAL OF EXPENDITURE INCREASE TO CONTRACT NO FR10540 WITH ECMS, INC. FOR TURNOUT AND ACESSORY CLEANING AND REPAIR SERVICES Speaker(s): Mike Inman (Fire)

F. Board Letter:

REQUEST APPROVAL OF APPROPRIATION ADJUSTMENT TO REFLECT ADDIDTIONAL GRANT FUNDS ACCEPTED FROM THE CALIFORNIA DEPARTMNET OF PUBLIC HEALTH SUBSTANCES AND ADDICTION PREVENTION BRANCH (CDPH/SAPB) AWARDED THROUGH THE CENTERS FOR DISEASE CONTROL AND PREVENTION "OVERDOSE DATA TO ACTION" GRANT

Speaker(s): Jonathan R. Lucas, M.D. (Medical Examiner-Coroner)

G. Board Letter:

APPROVAL TO ENTER INTO CORONER PARTICIPATION AGREEMENT AND FUTURE AMENDMENTS WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR THE CALIFORNIA INTEGRATED VITAL RECORDS SYSTEM, EFFECTIVE FOR FIVE YEARS UPON EXECUTION BY BOTH Speaker(s): Jonathan R. Lucas, M.D. and Darwin Sypinero (Medical Examiner-Coroner)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

Board Letter

□ Board Memo

□ Other

CLUSTER AGENDA REVIEW DATE	3/23/2022	
BOARD MEETING DATE	4/5/2022	
SUPERVISORIAL DISTRICT AFFECTED		2^{nd} \Box 3^{rd} \Box 4^{th} \Box 5^{th}
DEPARTMENT(S)	Los Angeles County Sh	eriff's Department
SUBJECT	Fiscal Year 2021	rom the California Governor's Office of Emergency Services for
PROGRAM	California Coverdell Pro	ogram
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No	
SOLE SOURCE CONTRACT	🗆 Yes 🛛 No	
	lf Yes, please explain w	-
DEADLINES/ TIME CONSTRAINTS	to be a grant recipient o	submission, Cal OES advised the Department was pre-selected f \$150,612 with no match requirement.
COST & FUNDING	Total cost: \$150,612	Funding source: California Governor's Office of Emergency Services
	TERMS (if applicable): The grant award period	is April 1, 2022 through June 30, 2023.
	Explanation:	
PURPOSE OF REQUEST	signature to the attache Cal OES as part of the	lest is for the Chair of the Board to sign and affix a wet d Certification of Assurance of Compliance form required by grant application process.
BACKGROUND (include internal/external issues that may exist including any related		lized to purchase necessary equipment and supplies and to ation and training programs for the Department's full-time
motions) EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain h	ow:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	The Program is consister Through High Quality M continuing education to Technology Initiatives reducing the number of knowledge and skills to	ch one(s) and explain how ent with the County's Strategic Plan; Goal III.1.1 – Develop Staff Iulti-Disciplinary Approaches to Training, by providing required forensic analysts; and Goal III.2.3 – Prioritize and Implement that Enhance Service Delivery and Increase Efficiency, by of backlogged cases as analysts and examiners apply new improve their accuracy and productivity.
DEPARTMENTAL CONTCTS		Email: rative Services Manager II, (323) 307-4336, SACourts@lasd.org ative Services Manager III, (213) 229-1818, <u>D1Stone@lasd.org</u>

April 5, 2022

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

Dear Supervisors:

ACCEPT A GRANT AWARD FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR FISCAL YEAR 2021 CALIFORNIA COVERDELL PROGRAM (ALL DISTRICTS) (3 VOTES)

<u>SUBJECT</u>

Request Board to execute the attached Certification of Assurance of Compliance, and authorize the Sheriff of Los Angeles County (County), or his designee, to accept and execute a grant award from the California Governor's Office of Emergency Services (Cal OES) for the 2021 California Coverdell Program (Program) in the amount of \$150,612. The Program is funded by the Department of Justice, Office of Justice Programs, National Institute of Justice Federal funds, Catalog of Federal Domestic Assistance Number 16.742, passing through the state. The funding shall be utilized to secure continuing education and training programs for the Los Angeles County Sheriff's Department (Department) full-time forensic technical staff.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Request the Chair of the Board to sign and affix a wet signature to the attached Certification of Assurance of Compliance form required by Cal OES as part of the grant application process.
- 2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to sign and accept the grant award, subsequent to execution by Cal OES for the Program in

the amount of \$150,612 for the grant period from April 1, 2022, through June 30, 2023. There is no match requirement for the Program.

- 3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute and submit all required grant documents including but not limited to, agreements, modifications, extensions, and payment requests that may be necessary for the completion of the Program.
- 4. Delegate authority to the Sheriff, or his designee, as an agent for the County, to apply and submit a grant application to Cal OES for the Program in future Fiscal Years, and to execute all required grant application documents, including assurances and certifications, when and if such future funding becomes available.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department's Scientific Services Bureau (SSB) has been identified to receive funding under the Program. The funding shall be utilized to purchase necessary equipment and supplies and to secure continuing education and training programs for the Department's full-time forensic technical staff.

In complying with the objective of this funding opportunity, the allocation will be used to send members of the Department's forensic technical staff to educational and training seminars and purchase equipment and supplies designed to improve the quality, timeliness, and credibility of Departmental investigations and evidence examinations. The funding will assist the forensic technical staff in reducing the backlog of forensic cases and improving the turnaround time for case analysis.

As a laboratory accredited to ISO/IEC 17025:2017, General Requirements for the Competence of Testing and Calibration Laboratories by the American National Standards Institute, National Accreditation Board (ANAB), the Department's SSB strives to maintain conformance with all accreditation requirements. The purpose of required training is to maintain the production of valid and accurate results, increase productivity, and enable staff to assume greater responsibilities within their respective assignments. In an effort to maintain the standard of continuing education for all forensic technical staff, it is necessary to provide a wide variety of specialized training opportunities.

Implementation of Strategic Plan Goals

The Program is consistent with the County's Strategic Plan; Goal III.1.1 – Develop Staff Through High Quality Multi-Disciplinary Approaches to Training, by providing required continuing education to forensic analysts; and Goal III.2.3 – Prioritize and Implement Technology Initiatives that Enhance Service Delivery and Increase Efficiency, by

reducing the number of backlogged cases as analysts and examiners apply new knowledge and skills to improve their accuracy and productivity.

FISCAL IMPACT/FINANCING

This will be the 18th year of funding for the Program. The grant period is from April 1, 2022 through June 30, 2023.

Grant funds in the amount of \$150,612 will be used to fund Services and Supplies for forensic technical staff to attend training, travel expenses, and office/laboratory supply purchases.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 22, 2022, the Department submitted an application in response to Cal OES's Program grant solicitation. Prior to our application submission, Cal OES advised the Department was pre-selected to be a grant recipient of \$150,612 with no match requirement.

Under the requirements of Cal OES, the applicant must complete a Certificate of Assurance of Compliance form signed by the Governing Body that includes details regarding the requirements of Federal Grant Funds, Equal Employment Opportunity, Drug-Free Workplace Act of 1990, California Environmental Quality Act, Lobbying, Debarment and Suspension, and Proof of Authority from the City Council/Governing Board. The applicant is required to submit the necessary assurances before finalization of the grant award agreement.

The agreement will be in effect for 15 months from April 1, 2022 through June 30, 2023.

All forensic supplies purchased with the Program funding will be procured in accordance with the County's purchasing policies and procedures.

The Board letter has been reviewed and the attached Certification of Assurance of Compliance has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Program will have a positive impact on the services currently provided by the Department and will give the Department an opportunity to successfully accomplish its mission, goals, and objectives.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter and two signed copies of the Certification of Assurance of Compliance to the Department's Grants Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI UNDERSHERIFF

AV:jc

(Financial Programs Bureau/Grants Unit)

c: Board of Supervisors, Justice Deputies Celia Zavala, Executive Officer, Board of Supervisors Fesia Davenport, Chief Executive Officer Sheila Williams, Senior Manager, Chief Executive Office (CEO) Rene Phillips, Manager, CEO Jocelyn Ventilacion, Principal Analyst, CEO Anna Petrosyan, Analyst, CEO Rodrigo A. Castro-Silva, County Counsel Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit Timothy K. Murakami, Undersheriff John L. Satterfield, Chief of Staff, Office of the Sheriff Conrad Meredith, Division Director, Administrative Services Division (ASD) Glen C. Joe, Assistant Division Director, ASD Richard F. Martinez, Assistant Division Director, ASD Diane L. Stone, Grants Manager, Financial Programs Bureau (FPB), Grants Unit Vanessa C. Chow, Sergeant, ASD Kristine D. Corrales, Deputy, ASD Sheila Courts, Administrative Services Manager II, TSD, SSB Susana Chavez, Grants Supervisor, FPB, Grants Unit Janalyn Caliman, Grants Analyst, FPB, Grants Unit (Grants - Coverdell Program 04-05-22)



Grant Subaward Certification of Assurance of Compliance

Information and Instructions

The Certification of Assurance of Compliance is a binding affirmation that the Subrecipient will comply with the requirements and restrictions outlined in the Subrecipient Handbook, including but not limited to:

- Proof of Authority,
- State and federal civil rights laws,
- Equal Employment Opportunity,
- Drug-Free Workplace,
- California Environmental Quality Act, and
- Lobbying.

The Official Designee (see SRH Section 3.030) and the individual granting that authority (i.e., City/County Financial Officer, City/County Manager, or Governing Board Chair) must sign this form. For State agencies, only the Official Designee must sign this form.

Complete all sections of this form and then submit:

- As part of the Grant Subaward Application,
- With a Grant Subaward Amendment (Cal OES Form 2-213) if a new fund source is being added to the Grant Subaward, (applicable Certification of Assurance of Compliance would be needed), or
- With a Grant Subaward Modification (Cal OES Form 2-223) if the Official Designee or Board Chair changes and the Resolution identifies them by name



Grant Subaward Certification of Assurance of Compliance

Subrecipient: Los Angeles County

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1	2021 Paul Coverdell Forensic Science Improvement Program	CQ21180190	April 1, 2022 - June 30, 2023
2		STREET, NEW YORK, NEW	
3			
4			
5			
6			

I, Timothy K. Murakami (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following areas:

I. Proof of Authority – SRH 1.055

The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

II. Civil Rights Compliance – SRH Section 2.020

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

III. Equal Employment Opportunity – SRH Section 2.025

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.



IV. Drug-Free Workplace Act of 1990 – SRH Section 2.030 The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

V. California Environmental Quality Act (CEQA) – SRH Section 2.035

The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA and this section of the SRH.

VI. Lobbying – SRH Sections 2.040 and 4.105

The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.

CERTIFICATION					
Subaward [Sec am duly author certification. I a	tion 15 on Grant ized legally to bir im fully aware the	Subaward nd the Subi at this certi	ndividual authorized to si Face Sheet], and hereby recipient to the above-du fication, executed on the the State of California.	affirm that I escribed	
Official Designe	e's Signature:				
Official Designe	e's Typed Name				
Official Designe	e's Title:	Undersheriff	ſ		
Date Executed:					
AUTHORIZED BY					
I grant authority	for the Subrecip	ient/Officia	al Designee to enter into	the specific	
Grant Subaward	d(s) (indicated by	y the Cal C	DES Program name and ir	nitial Grant	
		dentified c	above) and applicable G	rant Subaward	
Amendments w					
City Find	incial Officer		County Financial Office	r	
 City Mar	nager		County Manager	APPROVED A	S TO FORM
Governin	ng Board Chair			County Cour	
Signature:				All An a	6
Typed Name:	Holly J. Mitchell			VIVIAU	N
Title:	Chair, Board of Super	visors		Deputy County	Counsel
Date Executed:					

Grant Subaward Certification of Assurance of Compliance - Cal OES 2-104 (Revised 12/2021)

Los Angeles County Chief Executive Office Grant Management Statement for Grants Exceeding \$100,000

Department: LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Grant Project Title and Description: 2021 California Coverdell Program

The purpose of this program is to improve the quality and timeliness of forensic science services over current operations. The grant funds will be used to maintain continuing education and training of LASD's Scientific Services Bureau's full-time forensic technical staff to improve accuracy, increase productivity, and enable staff to assume greater responsibilities. The training will assist in their effort to prevent and reduce the backlog of forensic cases and improve turnaround time for case analysis.

Funding Agency California Governor's Office of Emergency Services (Cal OES)

Program (Fed. Grant # /State Bill or Code #) CQ21180190 **Grant Acceptance Deadline** Upon adopted Certification of Assurance

Total Amount of Grant Funding:\$150,612Grant Period:15 MonthsBegin Date:Number of Personnel Hired Under This Grant:0

County Match: None End Date: June 30, 2023 Full Time: 0 Part Time: 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?	Yes <u>No X</u>
Will all personnel hired for this program be placed on temporary ("N") items?	Yes <u>No X</u>
Is the County obligated to continue this program after the grant expires?	Yes <u>No X</u>
If the County is not obligated to continue this program after the grant expires, the Depa	rtment will:
a). Absorb the program cost without reducing other services	Yes <u>No X</u>
b). Identify other revenue sources (Describe)	Yes <u>No X</u>
c). Eliminate or reduce, as appropriate, positions/program costs funded by the grar	nt. Yes <u>No X</u>
Impact of additional personnel on existing space: None	
Other requirements not mentioned above: None	



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE LOS ANGELES, CALIFORNIA 90063-3294 (323) 881-2401 www.fire.lacounty.gov

"Proud Protectors of Life, Property, and the Environment"

DARYL L. OSBY FIRE CHIEF FORESTER & FIRE WARDEN

April 5, 2022

BOARD OF SUPERVISORS

HILDA L. SOLIS FIRST DISTRICT

HOLLY J. MITCHELL SECOND DISTRICT

> SHEILA KUEHL THIRD DISTRICT

JANICE HAHN FOURTH DISTRICT

KATHRYN BARGER FIFTH DISTRICT

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:

ACCEPT GRANT FUNDS FROM THE CALIFORNIA WATER SERVICEFIREFIGHTER GRANT PROGRAM AND APPROVE APPROPRIATION ADJUSTMENT FY 2021/22 (ALL DISTRICTS) (4-VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to accept grant funds from the California Water Service (CWS)-Water Conservation Firefighter Grant Program in the amount of \$38,000 to procure a Pump Pod HeloPod Unit (HeloPod Unit) and approve an appropriation adjustment. The HeloPod Unit will allow the District to position the 4600-gallon, automatic fill tank in the Palos Verdes Peninsula community. The HeloPod is a high-capacity tank that allows helicopters to hover fill using their retractable snorkel. The tank will improve wildfire protection by decreasing the fill time of aircraft, in turn, increasing the gallons per hour delivered to the fireline. Purchase of the HeloPod Unit will be requisitioned through, and accomplished by, the Purchasing Agent in accordance with the County's purchasing policies and procedures.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

- 1. Find that this purchase is exempt from the provision of the California Environmental Quality Act (CEQA).
- 2. Authorize the Fire Chief, or his designee to accept grant funds from the CWS Water Conservation Firefighter Grant Program in the amount of \$38,000 to procure a Pump Pod HeloPod Unit.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS ARTESIA AZUSA BALDWIN PARK BELL BELL GARDENS BELLFLOWER BRADBURY CALABASAS CARSON CERRITOS CLAREMONT COMMERCE COVINA CUDAHY DIAMOND BAR DUARTE EL MONTE GARDENA GLENDORA HAWAIIAN GARDENS HAWTHORNE HERMOSA BEACH HIDDEN HILLS HUNTINGTON PARK INDUISTRY

INGLEWOOD IRWINDALE LA CANADA-FLINTRIDGE LA HABRA LA MIRADA LA MIRADA LA PUENTE LAKEWOOD LANCASTER

LAWNDALE LOMITA GE LYNWOOD MALIBU MAYWOOD NORWALK PALMDALE PALOS VERDES ESTATES PARAMOLINT

PICO RIVERA POMONA RANCHO PALOS VERDES ROLLING HILLS ROLLING HILLS ESTATES ROSEMEAD SAN DIMAS SANTA CLARITA SIGNAL HILL SOUTH EL MONTE SOUTH GATE TEMPLE CITY VERNON WALNUT WEST HOLLYWOOD WESTLAKE VILLAGE WHITTIER

- 3. Approve and delegate authority to the Fire Chief, or his designee, to execute any grant agreement and all future amendments, extensions, augmentations, and requests for reimbursement to meet the conditions of the rebate award.
- 4. Approve an Appropriation Adjustment in the amount of \$38,000 increasing the Executive Budget Unit's Capital Assets-Equipment appropriation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

CWS- Water Conservation Firefighter Grant funds will be used to procure one HeloPod Unit which is a 4600-gallon, auto-fill dip tank specifically manufactured for hover fill operations of helicopters. The HeloPod Unit will allow the District's Air Operations Firehawks to rapidly fill their 1000-gallon tanks utilizing their retractable snorkels.

The HeloPod Unit will be located on the Palos Verdes Peninsula. Although the community is bordered by the Pacific Ocean, the Districts aircraft cannot use the water due to the highly corrosive effects of salt.

HeloPod Units have proven effective throughout the District and have become the standard filling operation for the Firehawk fleet. Filling an aircraft in flight significantly increases the gallons per hour delivered to the fireline. In the wildland interface communities of Palos Verdes, the rapid delivery of water is critical to the mission of life safety, property protection, and incident stabilization.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended actions is consistent with the County's Strategic Plan, Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

FISCAL IMPACT/FINANCING

Your Board's approval of the recommended appropriation adjustment will increase the Executive Budget Unit's Capital Assets-Equipment appropriation by \$38,000. The entire purchase cost of the HeloPod Unit will be covered one hundred percent by the grant. There is no cost share or matching funds requirement. The rebate is fully funded by the CWS-Water Conservation Rebate Program.

There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

CWS awarded approximately \$175,000 to fire departments in their service area through the Firefighter Grant Program. The District was awarded \$38,000 for the purchase of one HeloPod water tank.

ENVIRONMENTAL DOCUMENTATION

The HeloPod unit is exempt from the CEQA as it will not result in a direct, reasonable, or foreseeable impact on the environment in accordance with Section 15061(b)(3) of the State of California CEQA

CONTRACTING PROCESS

The purchase of the HeloPod Unit is a commodity purchase under the statutory authority of the County Purchasing Agent. The purchase will be requisitioned through, and accomplished by, the Purchasing Agent in accordance with the County's purchasing policies and procedures.

IMPACT OF CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable the District to procure a critical tool used to combat wildland fires within Los Angeles County. With the advancement of night dropping capabilities and the District's industry leading night snorkeling operations, this tool will prove to be a valuable asset to the community of Palos Verdes.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer to return the adopted stamped copy of this letter to the following:

Consolidated Fire Protection District of Los Angeles County Executive Office - Business Operations Attention: Zuleyda Santana, Administrative Services Manager II 1320 North Eastern Avenue Los Angeles, CA 90063

The District contact may be reached at (323) 881-6173.

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:mav Enclosure

c: Chief Executive Officer Executive Office, Board of Supervisors County Counsel Internal Services Department

STATE/SUPPLEMENTAL BUDGET REQUEST ADJUSTMENT FY 2021-22

2/2/2022			Ju	stification
Cluster Type of Change Department Impacted Program Impacted Funding Type Type of Adjustment Change in Budgeted Pos Votes	Fire Vario	DJUSTMENT us ONE-TIME AVAILABLE FUND BALANCE 0 4		The budget adjustment is to recognize new grant revenue from the California Water Service - Water Conservation Firefighter Grant Program to procure a Pump Pod HeloPod Unit in the Palos Verdes Peninsula community.

Source	Sources (Increase Revenue / Decrease Appropriation)							
FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	DESCRIPTION	AMOUNT
DA1	FR	40100	40129	FIRE DEPARTMENT - EXECUTIVE BUDGET U	90	9031	FEDERAL GRANTS	38,000
								38,000

Uses (I	ncrease	e Approp	priation /	Decrease Revenue)				
FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	DESCRIPTION	AMOUNT
DA1	FR	40100	40129	FIRE DEPARTMENT - EXECUTIVE BUDGET L		6030	CAPITAL ASSETS - EQUIPMENT	38,000
								38,000
							-	
							Appropriation	38,000
							Intrafund Transfers	-

38,000

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Revenue Net County Cost

Explanation of change

The budget adjustment is to recognize new grant revenue from the California Water Service Water Conservation Firefighter Grant Program to procure a Pump Pod HeloPod Unit in the Palos Verdes Peninsula community.

Manager, CEO Approval

BOARD LETTER/MEMO CLUSTER FACT SHEET

☑ Board Letter		oard Memo	Other
CLUSTER AGENDA REVIEW DATE	3/23/2022		
BOARD MEETING DATE	4/5/2022		
SUPERVISORIAL DISTRICT AFFECTED	All 1 st	2 nd 3 rd 4 th 5 th	
DEPARTMENT(S)	FIRE		
SUBJECT	(CWS)-Water Conse \$38,000 to procure a approve an appropr	grant funds from the California W ervation Firefighter Grant Prograr a Pump Pod HeloPod Unit (Helof ation adjustment.	m in the amount of
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain w	hy:	
DEADLINES/ TIME CONSTRAINTS	NONE		
COST & FUNDING	Total cost: \$38,000	Funding source: Executive Budget Assets-Equipment	t Unit's Capital
	TERMS (if applicable):		
	the amount of \$38,000 t	the CWS – Water Conservation Firefig o procure a Pump Pod HeloPod Unit ar easing the Executive Budget Unit's Cap	nd adjustment in the
PURPOSE OF REQUEST	the Palos Verdes Penins allows helicopters to how wildfire protection by de per hour delivered to the		n-capacity tank that he tank will improve ncreasing the gallons
BACKGROUND (include internal/external issues that may exist including any related motions)	Unit which is a 4600-gal operations of helicopters Firehawks to rapidly fill t	on Firefighter Grant funds will be used lon, auto-fill dip tank specifically manufa s. The HeloPod Unit will allow the Distri- heir 1000-gallon tanks utilizing their ret	actured for hover fill ct's Air Operations
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain ho	ow:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes	ch one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Zuleyda Santana, Ad Zuleyda.Santana@fire	ministrative Services Manager II	- (323) 881-6173 -

BOARD LETTER/MEMO CLUSTER FACT SHEET

X Board Letter		Board Memo	□ Other
CLUSTER AGENDA REVIEW DATE	3/23/2022		
BOARD MEETING DATE	4/5/2022		
SUPERVISORIAL DISTRICT AFFECTED	All 1st	2 nd 3 rd 4 th 5 th	
DEPARTMENT(S)	Probation		
SUBJECT	Approval of a Contract t	o provide Clerical Services at Barry J. Nido	orf Juvenile Hall.
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	X Yes N	0	
SOLE SOURCE CONTRACT	Yes No		
	If Yes, please explain w	hy:	
DEADLINES/ TIME CONSTRAINTS	None		
COST & FUNDING	Total cost: \$681,000 Annually	Funding source: Probation Administrative Services	
	TERMS (if applicable):		
	option to extend for up t	o commence May 1, 2022 through April 30 o four (4) twelve-month option periods), 2023 with an
	Explanation: N/A		
PURPOSE OF REQUEST	Employment Services to	Probation Officer to obtain approval of a co o provide clerical services at Barry J. Nidor Probation Department (Probation).	
BACKGROUND (include internal/external issues that may exist	Angeles County Code C	is authorized by the Los Angeles County (Chapter 2.121 (Proposition A). Probation cting with private businesses under Los A	has complied with all
including any related motions)	Chapter 2.121.	cung with private businesses under LOS A	
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes <u>X</u> No		
	If Yes, please explain he	SW:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes <u>X</u> No If Yes, please state whic	ch one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # &	Email:	
	Robert Smythe, Adminis (562) 940-2516	strative Deputy	
	robert.smythe@probatic	on.lacounty.gov	
		ninistrative Services Division Manager	
	(562) 940-2825 James.Johnson@proba	tion lacounty dov	
	oames.oomison@proba	tion.idoounty.gov	



COUNTY OF LOS ANGELES PROBATION DEPARTMENT



9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242 (562) 940-2501

ADOLFO GONZALES Chief Probation Officer

April 5, 2022

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

Dear Supervisors:

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

(5th SUPERVISORIAL DISTRICT) (3 VOTES)

SUBJECT

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

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Find that the clerical services provided under the recommended contract will be more economically performed by the Contractor rather than by County employees.
- 2. Approve and instruct the Chairman to sign the attached contract (Attachment I) with AppleOne to provide clerical services at Barry J. Nidorf Juvenile Hall for an estimated annual amount of \$681,000 commencing on May 1, 2022, through April 30, 2023.
- 3. Delegate authority to the Chief Probation Officer to prepare and execute contract amendments to extend the contract term for up to four (4) additional 12-month periods, upon approval as to form by County Counsel.
- 4. Delegate authority to the Chief Probation Officer to prepare and execute amendments to the contract to decrease or increase either the contract amount or the contract period, not to exceed ten percent (10%) of the hourly rate and/or

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

5. Delegate authority to the Chief Probation Officer or their designee to approve non-material, technical, and administrative changes to the contract, necessary changes to the scope of service, and if necessary, authority to terminate, in whole or in part, the contract with AppleOne.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions is to obtain approval of the attached contract (Attachment I) with AppleOne to provide clerical services at Barry J. Nidorf Juvenile Hall for the County of Los Angeles Probation Department (Probation). Probation has utilized contracted clerical services since 1987. The current contract is scheduled to expire on April 30, 2022. Approval of this contract will enable Probation to continue receiving clerical services at Barry J. Nidorf Juvenile Hall.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FINANCIAL IMPACT/FINANCING:

The estimated annual cost of this contract is \$681,000. The annual savings to the County is estimated at \$548,000 (Attachment II). Because the annual number of hours to be provided cannot be projected with certainty given fluctuations in juvenile hall population changes and other Departmental needs, the actual contract savings may be more or less than estimated.

Funding for this contract is included in Probation's FY 2021-2022 Adopted Budget. The recommended contract includes provisions for non-appropriation of funds and budget reductions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Probation has contracted for clerical services since 1987. The initial term of this contract shall be effective May 1, 2022, through April 30, 2023. The recommended contract is authorized by the Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). Probation has complied with all requirements for contracting with private businesses under Los Angeles County Code Chapter 2.121. All requirements of Los Angeles County Code Section 2.121.380 have been met.

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

The recommended contract contains the Board's required contract provisions, including those pertaining to consideration of qualified county employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with Jury Service Ordinance, Safely Surrendered Baby Law, and the Child Support Program.

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

CONTRACTING PROCESS

To solicit for these services, a competitive Request for Proposals (RFP) process was utilized and issued on August 19, 2021. Through the solicitation and competitive negotiation process, approximately 61 letters were sent to service providers.

Attachment III provides the process used for contracting with community business enterprise. Advertisements were run in the Los Angeles Times, Lynwood Journal and Nuestra Comunidad. The solicitation information was also made available through the Internet on the County of Los Angeles Internal Services Department (Attachment IV) and Probation websites. As a result, six (6) potential providers registered for the Virtual Mandatory Proposer's Conference (Conference) and six (6) potential providers attended the Conference.

One (1) proposal was received and evaluated using the initial screening "pass/fail" process which was consistent with the Selection Process and Evaluation Criteria set forth in the RFP. The proposal submitted by AppleOne passed the initial screening and proceeded to the final evaluation process. The proposal was rated and scored by an evaluation committee using a point system that covered: 1) proposer's qualifications, 2) proposer's approach to provide required services, 3) proposer's quality control plan, 4) living wage compliance, and 5) proposed cost.

AppleOne submitted a responsive proposal that reflected a good understanding of the services to be provided. AppleOne demonstrated they were experienced and capable of providing the required services. There were no protests received as part of this solicitation. The current contract expires on April 30, 2022.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This contract will continue the current level of services.

Respectfully submitted,

ADOLFO GONZALES Chief Probation Officer

AG: TH: DS: yh

Enclosures

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

ATTACHMENT I



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

APPLEONE EMPLOYMENT SERVICES

FOR

CLERICAL SERVICES AT BARRY J. NIDORF JUVENILE HALL

PAR	AGRA	<u>PH</u> <u>TITLE</u>	PAGE					
REC	ITALS		1					
1	APP	LICABLE DOCUMENTS	1					
2	DEF	INITIONS	3					
	2.1	Standard Definitions	3					
3	WOF	₹Κ	4					
4	TER	M OF CONTRACT	5					
5	CON	ITRACT SUM	5					
	5.1	Total Contract Sum	5					
	5.2	Written Approval for Reimbursement	6					
	5.3	Notification of 75% of Total Contract Sum	6					
	5.4	No Payment for Services Provided Following Expiration-Termination Contract						
	5.5	Invoices and Payments	6					
	5.6	Intentionally Omitted	7					
	5.7	Default Method of Payment: Direct Deposit or Electronic Funds Trai	nsfer.8					
6		ADMINISTRATION OF CONTRACT - COUNTY						
	6.1	County Administration	8					
	6.2	County's Contract Manager	8					
	6.3	County's Program Manager	9					
	6.4	County's Contract Monitor	9					
7		INISTRATION OF CONTRACT - CONTRACTOR	9					
	7.1	Contractor Administration	9					
	7.2	Contractor's Staff	10					
	7.3	Approval of Contractor's Staff	10					
	7.4	Contractor's Staff Identification	10					
	7.5	Background and Security Investigations	10					
	7.6	Confidentiality	11					
8	STA	NDARD TERMS AND CONDITIONS	13					
	8.1	Amendments	13					
	8.2	Assignment and Delegation/Mergers or Acquisitions	13					
	8.3	Authorization Warranty	14					

PARAGRAP	<u>H TITLE</u>	PAGE
8.4	Budget Reductions	14
8.5	Complaints	15
8.6	Compliance with Applicable Law	16
8.7	Compliance with Civil Rights Laws	16
8.8	Compliance with the County's Jury Service Program	17
8.9	Conflict of Interest	18
8.10	Consideration of Hiring County Employees Targeted for Layoffs or a on a County Re-Employment List	
8.11	Consideration of Hiring GAIN-GROW Participants	19
8.12	Contractor Responsibility and Debarment	20
8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	22
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	22
8.15	County's Quality Assurance Plan	23
8.16	Damage to County Facilities, Buildings or Grounds	23
8.17	Employment Eligibility Verification	24
8.18	Counterparts and Electronic Signatures and Representations	24
8.19	Fair Labor Standards	24
8.20	Force Majeure	25
8.21	Governing Law, Jurisdiction, and Venue	25
8.22	Independent Contractor Status	26
8.23	Indemnification	26
8.24	General Provisions for all Insurance Coverage	26
8.25	Insurance Coverage	31
8.26	Liquidated Damages	33
8.27	Most Favored Public Entity	34
8.28	Nondiscrimination and Affirmative Action	34
8.29	Non Exclusivity	36
8.30	Notice of Delays	36
8.31	Notice of Disputes	36
8.32	Notice to Employees Regarding the Federal Earned Income Credit.	36

PARAGRAP	<u>H TITLE</u>	PAGE
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law.	37
8.34	Notices	37
8.35	Prohibition Against Inducement or Persuasion	37
8.36	Public Records Act	37
8.37	Publicity	38
8.38	Record Retention and Inspection-Audit Settlement	39
8.39	Recycled Bond Paper	41
8.40	Subcontracting	41
8.41	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	42
8.42	Termination for Convenience	42
8.43	Termination for Default	43
8.44	Termination for Improper Consideration	44
8.45	Termination for Insolvency	45
8.46	Termination for Non-Adherence of County Lobbyist Ordinance	46
8.47	Termination for Non-Appropriation of Funds	46
8.48	Validity	46
8.49	Waiver	46
8.50	Warranty Against Contingent Fees	46
8.51	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	
8.52	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	47
8.53	Time off for Voting	47
8.54	Compliance with County's Zero Tolerance Policy on Human Trafficking	48
8.55	Intentionally Omitted	48
8.56	Compliance with Fair Chance Employment Practices	48
8.57	Compliance with the County Policy of Equity	48
8.58	Prohibition from Participation in Future Solicitation(s)	49

PARAGRAPH

TITLE

<u>PAGE</u>

8.59	COVID-19 Vaccinations of County Contractor Personnel	49	
UNIQ	UE TERMS AND CONDITIONS	.51	
9.1	Compliance with the County's Living Wage Program	.51	
9.2	Health Insurance Portability and Accountability Act of 1996 (HIPAA)	.58	
9.3	Intentionally Omitted	59	
9.4	Intentionally Omitted	59	
9.5	Intentionally Omitted	59	
9.6	Intentionally Omitted	59	
9.7	Intentionally Omitted	59	
9.8	Intentionally Omitted	59	
9.9	Intentionally Omitted	59	
SIGNATURES			
	UNIQ 9.1 9.2 9.3 9.4 9.5 9.6 9.7 9.8 9.9	 9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA) 9.3 Intentionally Omitted	

CONTRACT FOR CLERICAL SERVICES AT BARRY J. NIDORF JUVENILE HALL TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

А	Statement of Work (SOW)			
В	Pricing Sheet			
С	Contractor's Proposed Schedule			
D	Contractor's EEO Certification			
E	County's Administration			
F	Contractor's Administration			
G	COVID-19 Vaccination Certification of Compliance and Confidentiality			
	G1	Contractor Acknowledgement and Confidentiality Agreement		
	G2	Contractor Employee Acknowledgement and Confidentiality Agreement		
	G3	Contractor Non-Employee Acknowledgement and Confidentiality Agreement		
н	Jury Service Ordinance			
I	Safely Surrendered Baby Law			
J	Living Wage Ordinance			
К	Living Wage Rate Annual Adjustments			
L	Payroll Statement of Compliance			
М	Intentionally Omitted			
N	Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)			
0	Intentionally Omitted			
Ρ	Intentionally Omitted			
Q	Background Request Form			
R	Contract Discrepancy Report			
S	Employee's Acknowledgement of Employer			
Т	Defaulted Property Tax Reduction Program/Form			
U	Confidentiality of CORI Information			
V	Performance Requirements Summary (PRS) Chart			
W	Job Description			
Х	Duty Statements			

CONTRACT BETWEEN COUNTY OF LOS ANGELES

AND

APPLEONE EMPLOYMENT SERVICES FOR

CLERICAL SERVICES AT BARRY J. NIDORF JUVENILE HALL

This Contract ("Contract") made and entered into this _____ day of ______, 2022 by and between the County of Los Angeles, hereinafter referred to as County and AppleOne Employment Services, hereinafter referred to as "Contractor". AppleOne Employment Services is located at 18538 Hawthorne Blvd., Torrance, CA 90504.

RECITALS

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

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

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

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

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

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

1 APPLICABLE DOCUMENTS

1.1 Exhibits A, B, C, D, E, F, G, G1, G2, G3, H, I, J, K, L, N, Q, R, S, T, U, V, W, and X, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition 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 terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 11 EXHIBIT A -Statement of Work 1.2 EXHIBIT B -Pricing Sheet 1.3 EXHIBIT C -Contractor's Proposed Schedule 1.4 EXHIBIT D -Contractor's EEO Certification 1.5 EXHIBIT E -County's Administration 1.6 EXHIBIT F -Contractor's Administration 1.7 EXHIBIT G -COVID-19 Vaccination Certification of Compliance and **Confidentiality Forms**
 - G1 Contractor Acknowledgement and Confidentiality Agreement
 - G2 Contractor Employee Acknowledgement and Confidentiality Agreement
 - G3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.8 EXHIBIT H Jury Service Ordinance
- 1.9 EXHIBIT I Safely Surrendered Baby Law
- 1.10 EXHIBIT J Living Wage Ordinance
- 1.11 EXHIBIT K Living Wage Rate Annual Adjustments
- 1.12 EXHIBIT L Payroll Statement of Compliance
- 1.13 EXHIBIT M Intentionally Omitted
- 1.14 EXHIBIT N Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.15 EXHIBIT O Intentionally Omitted
- 1.16 EXHIBIT P Intentionally Omitted
- 1.17 EXHIBIT Q Background Request Forms
- 1.18 EXHIBIT R Contract Discrepancy Report
- 1.19 EXHIBIT S Employee's Acknowledgement of Employer
- 1.20 EXHIBIT T Defaulted Property Tax Reduction Program/Form

- 1.21 EXHIBIT U Confidentiality of CORI Information
- 1.22 EXHIBIT V Performance Requirements Summary (PRS) Chart
- 1.23 EXHIBIT W Job Description
- 1.24 EXHIBIT X Duty Statements

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

- 2.1.1 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.
 - 2.1.1.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
 - 2.1.1.2 **Contract:** This agreement executed between the County and the Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
 - 2.1.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
 - 2.1.1.4 **Contractor's Project Director:** Person designated by the Contractor to administer the Contract operations after the Contract award.

- 2.1.1.5 **County's Contract Manager:** Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract.
- 2.1.1.6 **County's Contract Monitor:** Person designated by the County to monitor the Contract and provide reports to the County's Contract Manager and the County's Program Manager.
- 2.1.1.7 **County's Program Manager:** Person designated by the County to manage the daily operations under this Contract.
- 2.1.1.8 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.9 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.10 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services.
- 2.1.1.11 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.1.12 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

3 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 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a one (1) year period commencing through ______, unless sooner terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the Contractor, by mutual written agreement, for up to four (4) additional one (1) year periods for a maximum total Contract term of five (5) years.
- 4.2 Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of the Contractor. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

The County maintains a database that tracks/monitors the Contractor's performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.

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

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The Contract Sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for supplying all services specified under this Contract consistent with the cost listed in Exhibit B (Pricing Sheet). The annual Contract Sum, inclusive of all applicable taxes, is estimated at \$681,000 as long as the total number of hours does not exceed 27,040. If the total annual number of hours does exceed 27,040, payment shall continue to be made at the agreed upon per hour rates. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein. The Contractor shall submit monthly invoices for actual services provided by the Contractor under this Contract consistent with Exhibit B (Pricing Sheet). The Contractor shall retain all relevant

supporting documents and make them available to the County at any time for audit purposes. Invoices shall be specific as to the services provided.

5.2 Written Approval for Reimbursement

5.2.1 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 person or 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 not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

5.3.1 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 Sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Probation at the address herein provided in Exhibit E (County's Administration).

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

5.4.1 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.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work), and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges

owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.

- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Sheet).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

PROP A – Living Wage Program:

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

Exhibit L – Payroll Statement of Compliance

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

County of Los Angeles Probation Department Attention: Fiscal Department, P-73 9150 East Imperial Highway Downey, California 90242

5.5.6 County Approval of Invoices

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

5.5.7 Intentionally Omitted

5.6 Intentionally Omitted

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor shall submit a direct deposit authorization request via the website <u>https://directdeposit.lacounty.gov</u> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County's Contract Manager

- 6.2.1 The role of the County's Contract Manager may include:
 - 6.2.1.1 Coordinating with the Contractor and ensuring the Contractor's performance of the Contract; however, in

no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Program Manager

- 6.3.1 The role of the County's Program Manager is authorized to include:
 - 6.3.1.1 Meeting with the Contractor's Project Director on a regular basis; and
 - 6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 County's Contract Monitor

6.4.1 The County's Contract Monitor is responsible for the monitoring of the Contract and the Contractor. The County's Contract Monitor provides reports to the County's Contract Manager and the County's Program Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all the Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Staff

- 7.2.1 The Contractor shall have a Project Director pursuant to Section 6.3 (Project Director) of Exhibit A (Statement of Work).
- 7.2.2 The Contractor shall be responsible for providing competent staff pursuant to Section 6.4 (Personnel) of Exhibit A (Statement of Work).

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

Background and security investigations of the Contractor's staff are required as a condition of beginning and continuing work under this Contract. The cost of background checks is the responsibility of the Contractor. The Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 7.5.1 through 7.5.6 of this Contract. On at least a quarterly basis, the Contractor shall report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of the monitoring report shall receive prior written approval from the County.

7.5.1 The Contractor shall submit the names of the Contractor's or the subcontractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County appointments will schedule to conduct background investigation/record checks based on fingerprints of the Contractor's or the subcontractor's employees. The County shall have the right to conduct background investigations of the Contractor's or the subcontractor's employees at any time. The Contractor's or the subcontractor's employees shall not begin work on this Contract before receiving written notification of clearance from the County.

- 7.5.2 No personnel employed by the Contractor or the subcontractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.
- 7.5.3 The County reserves the right, in its sole discretion, to preclude the Contractor or the subcontractor from employment or continued employment of any individual performing services under this Contract.
- 7.5.4 No Contractor or subcontractor staff providing services under this Contract shall be on active probation or parole.
- 7.5.5 The Contractor or the subcontractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 7.5.6 Because the County is charged by the State for checking the criminal records of the Contractor's or the subcontractor's employees, the County will bill the Contractor to recover these expenses. The current amount is forty-nine dollars (\$49.00) per record check, which is subject to change by the State.

7.6 Confidentiality

The Contractor shall be responsible for safeguarding all County information provided for use by the Contractor.

- 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 inform all of its officers, employees, agents and the subcontractors providing services hereunder of the confidentiality provisions of this Contract.
 - 7.6.2.1 The Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).

- 7.6.2.2 The Contractor shall require each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgement and Confidentiality Agreement).
- 7.6.2.3 The Contractor shall require each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement).
- 7.6.3 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 the subcontractors, to comply with this Paragraph 7.6 (Confidentiality), as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 7.6 (Confidentiality) 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 to 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.

7.6.4 Confidentiality of Adult and Juvenile Records

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

7.6.5 The Contractor's employees shall be given copies of all cited code sections, and a CORI form to sign, as provided in Exhibit U

(Confidentiality of CORI Information) regarding confidentiality of the information in adult and juvenile records. The Contractor shall retain original CORI forms and forward copies to the County's Program Manager within five (5) business days of start of employment.

7.6.6 <u>Violations:</u> The Contractor agrees to inform all of its employees, agents, subcontractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of a misdemeanor.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.
- 8.1.3 The Chief Probation Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the

law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 8.2.2 The Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or 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

8.3.1 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

8.4.1 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

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

8.5.2 Complaint Procedures

- 8.5.2.1 Within fifteen (15) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2.3 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.
- 8.5.2.4 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.
- 8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.2.6 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.

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

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, 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.
- The Contractor shall indemnify, defend, and hold harmless the 8.6.2 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 the 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 Paragraph 8.6 (Compliance with Applicable Law) 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 to 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

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

benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D (Contractor's EEO Certification).

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy

- 8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (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 forty (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) the Contractor has a long-standing practice that defines the lesser number of

hours as full-time. Full-time employees providing shortterm, temporary services of ninety (90) days or less within a twelve (12) month period are not considered fulltime 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 paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- If the Contractor is not required to comply with the Jury 8.8.2.3 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.
- 8.8.2.4 The Contractor's violation of this paragraph 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 paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

8.10.1 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 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. The Contractors shall report all job openings with job requirements to: <u>GAINGROW@DPSS.LACOUNTY.GOV</u> and <u>BSERVICES@WDACS.LACOUNTY.GOV</u> and DPSS will refer qualified GAIN-GROW job candidates.
- 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 (5) years but may exceed five (5) 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

8.12.4.1 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.

- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is The Contractor and/or the Contractor's presented. representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative decision, which shall proposed contain а 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.
- 8.12.4.3 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.
- 8.12.4.4 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.
- 8.12.4.5 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.

8.12.4.6 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 the subcontractors of County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

8.13.1 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 Exhibit I, 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. Information and posters for printing are available 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 contracts are in compliance with their courtordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

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

8.17 Employment Eligibility Verification

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

8.19.1 The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages,

overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 8.20.2 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 subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 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.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting the 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 Paragraphs 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage) 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.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 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.
- 8.24.2.2 Renewal Certificates shall be provided to the County not less than ten (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 subcontractor insurance policies at any time.
- 8.24.2.3 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 dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4 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.

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

Yvonne Humphrey, Contract Analyst Los Angeles County Probation Department Contracts & Grants Management Division 9150 East Imperial Highway, Room D-29 Downey, CA 90242

E-mail address: <u>Yvonne.Humphrey@probation.lacounty.gov</u> Fax#: (562) 658-2307

8.24.2.6 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 subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.24.3 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.

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 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. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue Contractor reimbursement.

8.24.6 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.

8.24.7 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.

8.24.8 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.

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 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.

8.24.11 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.

8.24.12 Application of Excess Liability Coverage

The 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.

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 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.

8.25 Insurance Coverage

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

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

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

includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the 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. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to the 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.

8.25.4 Unique Insurance Coverage

8.25.4.1 Intentionally Omitted

8.25.4.2 **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.

- 8.25.4.3 Intentionally Omitted
- 8.25.4.4 Intentionally Omitted
- 8.25.4.5 Intentionally Omitted

8.25.4.6 Cyber Liability Insurance

The Contractor shall secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance indemnification obligations of its hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.25.4.7 Intentionally Omitted

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Chief Probation Officer, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the Chief Probation Officer, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Chief Probation Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer, or his/her designee, deems are correctable by the Contractor over a certain time span, the Chief Probation Officer, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Chief Probation Officer, or his/her designee, may:
 - (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in Exhibit V (Performance Requirements Summary (PRS) Chart), hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in Subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

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

- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been

violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the

requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The Contractor shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor, all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public

records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
 - 8.37.1.1 The Contractor shall develop all publicity material in a professional manner; and
 - 8.37.1.2 During the term of this Contract, the Contractor shall not and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Program Manager. The County shall not unreasonably withhold written consent.
- 8.37.2 The Contractor may, without the prior written consent of 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 Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

- The Contractor shall maintain accurate and complete financial 8.38.1 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 agrees that the County or its authorized Contractor 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, signin/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 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.

In addition to the above, the Contractor agrees, should the County 8.38.5 or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said emplovees on the Contractor's non-County Contracts. The Contractor further acknowledges that the foregoing requirement in this paragraph relative to the Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option the Contractor shall pay the County for travel, per diem, and other

costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
 - 8.40.2.1 A description of the work to be performed by the subcontractor;
 - 8.40.2.2 A draft copy of the proposed subcontract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract

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

- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of such documents to:

Yvonne Humphrey, Contract Analyst County of Los Angeles Probation Department Contracts & Grants Management Division 9150 East Imperial Highway, Room D-29 Downey, CA 90242 E-mail address: <u>Yvonne.Humphrey@probation.lacounty.gov</u>

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute 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 Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The

date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
 - 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
 - 8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the County's Contract Manager:
 - 8.43.1.1 The Contractor has materially breached this Contract; or
 - 8.43.1.2 The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.43.1.3 The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the

performance of this Contract to the extent not terminated under the provisions of this paragraph.

- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the 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.
- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the

intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 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;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or
 - 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

8.46.1 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 the County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any

Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

8.51.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the 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 the County and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

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

8.53 Time Off for Voting

8.53.1 The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide

election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting the Contractors from engaging in human trafficking.

If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under the Contract. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

The Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. The Contractor's violation of this paragraph 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.

8.57 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, set forth in the Countv Policv of Eauitv (CPOE) as (https://ceop.lacounty.gov/). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected

characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.58 **Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

8.59 COVID-19 Vaccinations of County Contractor Personnel

- At Contractor's sole cost, the Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 – Administration, Division 4. All employees of the Contractor and persons working on its behalf, including but not limited to, subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g., Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g., Johnson & Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- Prior to assigning Contractor Personnel to perform In-Person Services, the Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow

Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"), (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California, or (5) documentation of vaccination from the Contactors who follow the CDPH vaccination records guidelines and standards. The Contractor shall also provide written notice to the County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. The Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract and must provide such records to the County for audit purposes, when required by the County.

- 4. The Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If the Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by the County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
 - a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by the County or other applicable law, regulation, or order.
 - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
 - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

5. In addition to complying with the requirements of this section, the Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

9 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

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

9.1.2 Payment of Living Wage Rates

- 9.1.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth in Exhibit K (Living Wage Rate Annual Adjustment), for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below Paragraph 9.1.2.5 under the Contract.
- 9.1.2.2 For purposes of this paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is

providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

- 9.1.2.3 If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
- 9.1.2.4 If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- 9.1.2.5 For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that

time or if California law requires the Contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different Contracts between the Contractor and the County (of which both Contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports shall be submitted on forms provided in Exhibit L (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

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

9.1.5 County Auditing of Contractor Records

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

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

- 1. <u>Remedies for Submission of Late or Incomplete Certified</u> <u>Monitoring Reports</u>. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. <u>Withholding of Payment</u>. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time: and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. <u>Termination</u>. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
- 2. <u>Remedies for Payment of Less Than the Required Living</u> <u>Wage.</u> If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. <u>Withholding Payment</u>. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may

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

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. <u>Termination</u>. The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
- 3. <u>Debarment</u>. In the event the Contractor breaches a requirement of this paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

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

9.1.9 Contractor Retaliation Prohibited

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

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights

- 1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A Contract or a predecessor cafeteria services Contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor Contract was terminated by the County prior to its expiration; and

- c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.
- 2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
- 3. The Contractor shall not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 Neutrality in Labor Relations

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

9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Inadvertent Access

- 9.2.1 The Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by the Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, the Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.2.2 Notwithstanding the foregoing, the parties acknowledge that in the course of the provision of services hereunder, the Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. The Contractor understands and agrees that neither it nor its officers, employees,

or agents, are to take advantage of such access for any purpose whatsoever.

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

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- 9.3 Intentionally Omitted
- 9.4 Intentionally Omitted
- 9.5 Intentionally Omitted
- 9.6 Intentionally Omitted
- 9.7 Intentionally Omitted
- 9.8 Intentionally Omitted
- 9.9 Intentionally Omitted

IN WITNESS WHEREOF, the 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 month, and year first above written.

COUNTY OF LOS ANGELES

Ву_____

Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA Executive Officer of the Board of Supervisors

By: _____

APPLEONE EMPLOYMENT SERVICES

By: _____

Name (Typed or Printed)

Title

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA, COUNTY COUNSEL

Ву _

JASON C. CARNEVALE DEPUTY COUNTY COUNSEL

EXHIBIT A

STATEMENT OF WORK

TABLE OF CONTENTS

<u>SECTIO</u>	<u> NC</u>	TITLE	<u>PAGE</u>
1.0	sco	PE OF WORK	63
2.0	SPE	CIFIC TASKS, ADDITIONS AND/OR DELETIONS OF FACILITIES	63
3.0	QUA		65
4.0	QUA	LITY ASSURANCE	66
5.0	DEFI	NITIONS	67
6.0	RES	PONSIBILITIES	69
	<u>COU</u>	NTY	
	6.1	Personnel	69
	6.2	Furnished Items	70
	<u>CON</u>	TRACTOR	
	6.3	Project Director	72
	6.4	Personnel	74
	6.5	Identification Badges	. 74
	6.6	Intentionally Omitted	. 74
	6.7	Training	. 74
	6.8	Contractor's Office	. 74
	6.9	Security	. 74
7.0	HOU	RS/DAYS OF WORK	75
8.0	INTE	NTIONALLY OMITTED	75
9.0	UNS	CHEDULED WORK	75
10.0	INTE	NTIONALLY OMITTED	75
11.0	INTE	NTIONALLY OMITTED	75
12.0	PER	FORMANCE REQUIREMENTS SUMMARY	75

EXHIBIT A

STATEMENT OF WORK

1.0 SCOPE OF WORK

The Contractor shall provide up to thirteen (13) qualified skilled typists per given day to perform complete typing/clerical duties as well as other types of office functions for long-term interim assignments to the County of Los Angeles Probation Department (Probation) at Barry J. Nidorf Juvenile Hall (BJNJH). The personnel shall provide clerical services seven (7) days a week on various shifts: 6:00 a.m. to 2:30 p.m., 7:00 a.m. to 4:30 p.m., 8:00 a.m. to 5:00 p.m., 2:00 p.m. to 10:30 p.m., and 10:00 p.m. to 6:30 a.m. The Contractor shall maintain files at its place of business that document and support the contract employees' skill levels.

2.0 SPECIFIC TASKS, ADDITIONS AND/OR DELETIONS OF FACILITIES

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

2.1.1 Skilled Typist

- 2.1.1.1 The skilled typist shall use computers. Job duties include typing forms, correspondence and envelopes with correct spelling, punctuation and making corrections as required, process new admissions and releases. The Contractor's employees must have one year of office clerical experience involving typewriting, or a certificate or Associate of Arts degree in clerical procedures or office administration from an accredited college. The Contractor's employees must have experience in general typing with a necessary minimum typing speed of forty (40) net words per minute (w.p.m.).
- 2.1.1.2 The skilled typist will perform under County supervision all clerical services necessary to process juvenile probation cases. The Contractor is expected to provide capable, qualified, and dependable employees on a daily basis. Employees must be willing and available to work for long-term assignments of at least twelve (12) months duration.

- 2.2 The Contractor shall provide clerical personnel who will meet the following requirements:
 - 2.2.1 Possess general clerical skills, such as filing and answering phones;
 - 2.2.2 Must possess working knowledge of Microsoft products such as Word, Excel and Teams;
 - 2.2.3 All personnel must be able to read, write, spell, speak, and understand English and possess good grammatical skills. In some assignments, personnel who can speak, read, write, and understand Spanish will also be required. The current number of Spanish speaking clerks required is five (5);
 - 2.2.4 Be temperamentally capable of meeting and handling the public;
 - 2.2.5 Have good work habits;
 - 2.2.6 Be able to get to work on time; and,
 - 2.2.7 Be capable of performing the specific assignments described in Exhibit W (Job Description) and Exhibit X (Duty Statements).

2.3 Delivery

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

2.4 Overtime

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

2.5 Assignment of Unqualified Personnel

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

2.6 Self-Monitoring Reports

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

2.7 Addition/Deletion of Facilities

The Contractor is responsible for providing clerical services at Barry J. Nidorf Juvenile Hall. Facilities, work force, and/or work hours may be added or deleted during the Agreement term upon at least a five (5) calendar day written notice by Probation. All changes must be made in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.1 Amendments.

3.0 QUALITY CONTROL

The Contractor shall establish and maintain a Quality Control Plan to ensure that the terms of the Contract are met. The Contractor shall submit the plan as part of the proposal. The original plan and any amendments are subject to County review and approval, and shall include, but are not limited to, the following:

- 3.1 An inspection system covering all the services listed in Exhibit V (Performance Requirements Summary Chart). It must specify the activities to be inspected on a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of the Contract as set forth in Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of the Contract.
- 3.4 The methods to ensure uninterrupted service to the County in the event of a strike of the County's or the Contractor's employees, or any other unusual occurrence (i.e., power loss or natural disaster) that would result in the Contractor's inability to perform the terms of the Contract.

- 3.5 The methods to ensure confidentiality of participant records and information while in the care of the Contractor's employees.
- 3.6 The methods for maintaining security of records and prevent the loss or destruction of data.

4.0 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 performance standards. Any deficiencies which the County determines are severe, continuing, or that may place performance of the Contract in jeopardy, will be reported to the Board of Supervisors. The report will include all remedial action taken by the County and the Contractor. If the Contractor fails to implement appropriate remedial action, the County may terminate this Contract or impose other penalties as specified in this Contract.

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit V (Performance Requirements Summary Chart), or other such procedures as may be necessary to ascertain the Contractor's compliance with this Contract.

4.1 **Performance Evaluation Meetings**

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

- 4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule, or as required by the County.
- 4.3 The County shall have the right to remove any Contractor personnel under this Contract, who are deemed unsatisfactory in the sole judgement of the County's Program Manager. The Contractor personnel will be removed and replaced by the Contractor within twenty-four (24) hours at the request of the County's Program Manager.

4.4 Contract Discrepancy Report

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

The County's Program Manager will determine whether a formal Contract Discrepancy Report shall be issued as referenced in Exhibit R (Contract Discrepancy Report). Upon receipt of a Contract Discrepancy Report, the Contractor is required to respond in writing to the County's Program Manager within five (5) business days, acknowledging the reported discrepancies, and presenting rebuttal evidence, if applicable. The Contractor shall submit a remedial plan to correct all deficiencies identified in the Contract Discrepancy Report to the County's Program Manager within ten (10) business days of receipt of the Contract Discrepancy Report.

4.5 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.

5.0 DEFINITIONS

- 5.1 <u>Acceptable Quality Level Standard (AQLS)</u> A measure to express the variance from a standard before Probation can apply damages as specified in Exhibit V (Performance Requirements Summary Chart). An AQLS does not imply that the Contractor performed in a substandard way. It is required that the Contractor correct all defects whenever possible. A variance from AQLS can result in a credit to Probation against the monthly charge for the Contractor's services.
- 5.2 <u>Admission Office</u> Work location within juvenile hall where information is entered into the computer.
- 5.3 <u>Computer Room</u> Work location within juvenile halls where information is entered into the computer.
- 5.4 <u>Contract Discrepancy Report (CDR)</u> A report prepared by the County's Program Manager to inform the Contractor of substandard service.
- 5.5 <u>Contract Start Date</u> The date the Contractor begins work in accordance with the terms of the Contract.

- 5.6 <u>Contractor's Project Director</u> Person designated by the Contractor to administer Contract operations after the Contract award.
- 5.7 <u>County's Contract Manager</u> Person designated by the County with actual and apparent authority on contractual and/or administrative matters relating to this Contract.
- 5.8 <u>County's Contract Monitor</u> Person who monitors the Contract and provides reports to the County's Contract Manager and the County's Program Manager.
- 5.9 <u>County's Program Manager</u> Person designated by the County to manage the operations under this Contract.
- 5.10 <u>Evening Shift</u> A regularly established work shift at least five-eighths (5/8) of which falls between the hours of 4:00 p.m. and 11:00 p.m.
- 5.11 <u>Liquidated Damages</u> The monetary amount deducted from the Contractor's payment due to non-compliance with the Contract and/or substandard performance.
- 5.12 <u>Night Shift</u> A regularly established work shift at least five-eighths (5/8) of which falls between the hours of 9:00 p.m. and 8:00 a.m.
- 5.13 <u>Participant Records</u> Personal and social history, including criminal information of a juvenile offender. The records include legal documents and other information which are confidential. The information is not to be discussed with or disclosed to unauthorized persons as defined by Probation.
- 5.14 <u>Performance Requirements Summary (PRS)</u> The statement that identifies the key performance indicators of the Contract which will be evaluated by the County to ensure Contract performance standards are met.
- 5.15 <u>Post Position</u> A position which must be covered at all times and requires a relief person during breaks and lunch times.
- 5.16 <u>Quality Assurance Plan</u> The plan developed by Probation specifically to monitor Contract compliance with the elements listed in the Performance Requirements Summary (PRS).
- 5.17 <u>Quality Control Plan</u> All necessary measures taken by the Contractor to ensure that the quality of service meets Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Statement of Work.

- 5.18 <u>Reception Areas</u> Work locations where youth, visitors and staff are processed in and out of the institution and where security is maintained by controlling access through gates and electronically operated doors to secured areas.
- 5.19 <u>Subcontractor</u> Any person, entity, or organization to which the Contractor has delegated any of its obligations hereunder in accordance with Paragraph 8.40 "Subcontracting" of the Contract.
- 5.20 <u>Workday</u> Normal workdays for Admission and Computer Room are Sunday through Saturday, 6:00 a.m. to 2:30 p.m., 7:00 a.m. to 4:30 p.m., 8:00 a.m. to 5:00 p.m., 2:00 p.m. to 10:30 p.m., 10:00 p.m. to 6:30 a.m., including holidays. Normal workdays include two (2) 15-minute rest breaks which will be compensated by the County, and a thirty (30) or sixty (60) minute lunch/dinner period which will not be compensated by the County. Normal workdays in the File Room, Personnel, Business Office and Work Order Clerk are Monday through Friday, 8:00 a.m. to 5:00 p.m. excluding County holidays.

6.0 **RESPONSIBILITIES**

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

<u>COUNTY</u>

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6, 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, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.1 Amendments.

6.2 Furnished Items

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

6.2.1 Equipment

- 6.2.1.1 The County will provide all office equipment necessary to perform the services described hereunder.
- 6.2.1.2 In the event the Contractor's employees damage County equipment or the facility by reason of abuse or carelessness as determined by the County, the Contractor will repair or replace as determined by the County, any and all damages to equipment and facility within fifteen (15) calendar days. In the event the Contractor does not repair or replace equipment or damage to facility, the County will do so and will charge the Contractor for all expenses by deducting such payment from the Contractor monthly invoice(s).

6.2.2 Facility

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

6.2.3 Parking

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

6.2.4 Forms

Forms applicable to this Statement of Work are listed below.

Barry J. Nidorf Juvenile Hall Forms

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

Payroll Section Forms

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

Personnel Section Forms

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

Work Order Forms

Health and Safety Logs PCMS Logs Physical Plant Inspection Service Request Form Special Projects Work Order Form

Above list of forms is subject to change.

CONTRACTOR

6.3 **Project Director**

- 6.3.1 The Contractor shall provide its own full-time officer or employee as the Project Director and clearly identify the person in the Contract. The Project Director/authorized agent shall be available for telephone contact twenty-four (24) hours a day. The Project Director shall also be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., excluding County holidays. The Project Director shall provide management and coordination of this Contract and shall act as the sole contact person with the County.
- 6.3.2 When Contract work is performed at times other than described above or when the Project Director cannot be present, and with prior approval of the County's Program Manager, an equally responsible agent shall be designated to act as the Project Director.
- 6.3.3 The Project Director shall have at least three (3) years within the last five (5) years of demonstrated experience in providing clerical services.
- 6.3.4 The Project Director/authorized agent shall have actual and apparent authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Project Director/authorized agent shall read, write, speak and understand English.
- 6.3.5 The Project Director shall be available between 8:00 a.m. to 5:00 p.m., PT, Monday through Friday excluding County holidays, to meet with County personnel designated by the County to discuss problem areas.
- 6.3.6 The County shall have exclusive right to review and approve the Project Director. The County shall have the exclusive right to remove the Project Director/authorized agent and any replacement recommended by the Contractor.

6.4 Personnel

- 6.4.1 The Contractor shall provide competent staff to perform the terms of the Contract. The County shall have the exclusive right to review and approve all staff prior to assignment.
- 6.4.2 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed a confidentiality form that meets the standards of the County of Los Angeles Probation Department regarding access to confidential Criminal Offender Record Information (CORI). The Contractor shall retain the original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment. The CORI form is listed in Exhibit U (Confidentiality of CORI Information).
- 6.4.3 The County has the absolute right to approve or disapprove all of the Contractor's staff who perform work hereunder and any proposed changes to the Contractor's staff. The Contractor shall immediately remove and replace any employee from work on this Contract within twenty-four (24) hours after a request by the County's Contract Manager.
- 6.4.4 The County reserves the right to have the County's Program Manager or a designated alternate, interview all prospective employees or agents of the Contractor.
- 6.4.5 The Contractor shall be required to conduct a background check of all employees and agents as set forth in Paragraph 7.5 (Background and Security Investigations) of the Contract.
- 6.4.6 The Contractor shall provide the County's Program Manager and the County's Contract Manager or her designee with a current list of employees and keep this list updated throughout the Contract period on a monthly basis.
- 6.4.7 Personnel provided by the Contractor shall present a neat appearance and be properly attired. The County reserves the right to determine appropriate attire.
- 6.4.8 When personnel are needed for a job with public contact, the County's Program Manager may, at his or her sole discretion, direct the Contractor to replace any of the staff the County's Program Manager determines is inimical to the public or Probation clientele during the performance of their job, or which otherwise made it inappropriate for such persons to be in contact with the public or Probation clients.

- 6.4.9 The Contractor shall have available two (2) persons who have received approximately fourteen (14) working days of on-site training at the Contractor's expense and who will be available to replace an absent employee and/or a permanent vacancy within twenty-four (24) hour notice. The County shall compensate the Contractor only for hours worked by those alternate employees.
- 6.4.10 The Contractor shall not employ any person under the age of twenty-one (21) years for positions within the confines of Barry J. Nidorf Juvenile Hall.

6.5 Identification Badges

The Contractor shall ensure their employees are appropriately identified as set forth in Subparagraph 7.4 (Contractor's Staff Identification) of the Contract.

6.6 Intentionally Omitted

6.7 Training

6.7.1 The Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

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., P.T., Monday through Friday, by at least one employee who can respond to inquiries and complaints about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

6.9 Security

6.9.1 The Contractor's employees are subject to reasonable dress codes under the Contract; shall conduct themselves in a reasonable manner at all times; shall not cause any disturbances; may not bring visitors into the facility; may not bring in any form of weapons or contraband; may not bring in any alcohol or drugs or be under the influence of alcohol/drugs; are subject to search of their person and property at any time; and are otherwise subject to all applicable laws, rules and regulations of the facility. 6.9.2 The Contractor shall immediately report to the clerical supervisor any accidents and/or loss of equipment and supplies.

7.0 HOURS/DAYS OF WORK

The Contractor shall be required to provide clerical services seven (7) days a week with various shifts consisting of: 6:00 a.m. to 2:30 p.m., 7:00 a.m. to 4:30 p.m., 8:00 a.m. to 5:00 p.m., 2:00 p.m. to 10:30 p.m., and 10:00 p.m. to 6:30 a.m. Shifts are subject to change based on the needs of the County. The County shall provide reasonable notice to Contractor in the event of shift changes.

8.0 INTENTIONALLY OMITTED

9.0 UNSCHEDULED WORK

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

10.0 INTENTIONALLY OMITTED

11.0 INTENTIONALLY OMITTED

12.0 PERFORMANCE REQUIREMENTS SUMMARY

- 12.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be consistent with the Contract and the Statement of Work (SOW), and are not meant to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In the event of an apparent inconsistency between services as stated in the Contract, SOW and the PRS, the meaning apparent in the Contract and the PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that service will be null and void and place no obligation on the Contractor.
- 12.2 A standard level of performance will be required of the Contractor for the required services. Exhibit V (Performance Requirements Summary Chart) summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance to be used by the County, and liquidated damages to be imposed for substandard performance. The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit V (Performance Requirements Summary Chart), or other such procedures as may be necessary to ascertain Contractor compliance with this Contract. Failure of the Contractor to achieve this standard may result in an

assessment of liquidated damages against the Contractor's monthly payment as determined by the County.

- 12.3 When the Contractor's performance fails to conform to the terms of this Contract, the County will have the option to apply the following remedies:
 - 12.3.1 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 substandard performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
 - 12.3.2 Reduce payment to the Contractor by a computed amount based on the assessment fee(s) in the PRS.
 - 12.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or substandard levels of performance.
 - 12.3.4 Failure of the Contractor to comply with the County's request(s) to improve performance or to perform work specified within ten (10) business days shall constitute a breach of Contract and authorize the County to have the service(s) performed by another. The entire cost of the replacement work due to the Contractor's breach, as solely determined by the County, shall be credited to the County on the Contractor's future invoice.

This subparagraph does not limit the County's exclusive right to terminate the Contract upon ten (10) business days' written notice, with or without cause, as provided for in Paragraph 8.42 (Termination for Convenience) of the Contract.

PRICING SHEET

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

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

l agree to provide the specified services at Barry J. Nidorf Juvenile Hall, County of Los Angeles – Probation Department in accordance with Appendix A, Statement of Work, set forth in this RFP.

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

	Regular Hourly Rate	Overtime Hourly Rate
Skilled Typist	\$25.18	\$ <u>37.77</u>

Executive Vice President
Title
10/14/2021
Date

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CONTRACTOR'S PROPOSED SCHEDULE

PROPOSER'S EEO CERTIFICATION

Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services

Company Name

327 W. Broadway, Glendale, CA 91204

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)	()	
	Opril			

Signature

10/14/2021 Date

Carlton G. Bryant, Executive Vice President

Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO.

COUNTY'S CONTRACT MANAGER:

Name:Latasha HowardTitle:Director, Contracts and Grants Management DivisionAddress:9150 East Imperial Highway
Downey, California 90242Telephone:562-940-2728Facsimile:562-658-2307E-Mail Address:Latasha.Howard@probation.lacounty.gov

COUNTY'S PROGRAM MANAGER:

Name: <u>Lori Vidal</u>

Title: <u>Services Director</u>

Address: <u>16350 Filbert Street</u> <u>Sylmar, California 91342</u>

Telephone: <u>818-364-2005</u>

E-Mail Address: Lori.Vidal@probation.lacounty.gov

COUNTY'S CONTRACT MONITOR:

Name: <u>Rene Francis</u>

Title: Fiscal Officer I

Address: <u>7639 South Painter Avenue</u> Whittier, California 90602

Telephone: 562-907-3007

E-Mail Address: <u>Rene.Francis@probation.lacounty.gov</u>

CONTRACTOR'S NAME: <u>AppleOne Employment Services</u>

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR: Teresa Gomez

Name:	Teresa Gomez	
Title:	Project Manager	
Address:	18538 Hawthorne Blvd	
	Torrance, CA 90504	
Telephone:	<u>(310) 370-0708</u>	
Facsimile:	(310) 370-7080	
E-Mail Addres	s: tgomez@appleone.com	

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:	Richard Wilke	
Title:	Regional Vice President	
Address:	8538 Hawthorne Blvd	
	Torrance, CA 90504	
Telephone:	(310) 370-0708	
Facsimile:	(310) 370-7080	
E-Mail Addres	s: <u>rwilke@appleone.com</u>	

Name: Rick		<u>KH. Hagmann</u>	
Title:	Vice President- Operations & Client Services		
Address:	16371 Beach Blvd Suite 240		
Hui		tington Beach, CA 92647	
Telephone: (866)		493-8343	
Facsimile: n/a			
E-Mail Address:		govservices@appleone.com	

Notices to Contractor shall be sent to the following:

Name:	AppleOne Employment Services	
Title:	Government Solutions	
Address:	16371 Beach Blvd Suite 240	
	Huntington Beach, CA 92647	
Telephone:	(866) 493-8343	
Facsimile:	n/a	
E-Mail Address	s: <u>govservices@appleone.com</u>	

COVID-19 Vaccination Certification of Compliance

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I,, on behalf	of,
(the "Contractor"), certify that on County Contract _	[ENTER
CONTRACT NUMBER AND NAME]:	

- _____ All Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance.
- Most Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors.

I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME AppleOne Employment Services Contract No.

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE:

1 Unn

PRINTED NAME: Richard Wilke

POSITION:

Regional Vice President

Contract - Exhibit G1 - Clerical Services (BJNJH)

DATE: 2,7,22

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name AppleOne Employment Services

Contract No._____

Employee Name Richard Wilke

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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DATE: 2 17122

SIGNATURE:

PRINTED NAME: Richard Wilke

POSITION:

Regional Vice President

Contract - Exhibit G2 - Clerical Services (BJNJH)

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name	 Contract No
Non-Employee Name	

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE:	 DATE://
PRINTED NAME: _	
POSITION:	

Contract – Exhibit G3 – Clerical Services (BJNJH)

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW







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.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

A baby's story

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?

www.babysafela.org

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

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

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.



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



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.

Historia de un bebé

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

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.

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

Page 1 of 5

Chapter 2.201 - LIVING WAGE PROGRAM

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

Sections:

2.201.010 - Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 - Definitions.

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

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or

Page 2 of 5

- b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and
- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 - Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. ^[16] It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
 - 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
 - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los

Page 3 of 5

Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.

- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of
- **16**) ---- **Editor's note**—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 - Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to

Page 4 of 5

the Board of Supervisors on contractor compliance with the provisions of this Chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

2.201.060 - Employer retaliation prohibited.

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

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

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

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

Page 5 of 5

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 - Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 - Severability.

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

(Ord. 99-0048 § 1 (part), 1999.)

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	CPI

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, of each year thereafter.

EXHIBIT L



COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

١,	I, Richard Wilke	Regional Vice President
	(Name of Owner or Company Representative)	(Title)
Do	Do hereby state:	
1.	1. That I pay or supervise the payment of the persons employed	by AppleOne Employment Services
	on the Service, Building or Work Site that durin	ng the payroll period commencing on the
	day of, and Calendar Day of Month Month and Year	ending the day of
	Month and Year	ite have been paid the full weekly wages
	earned, that no rebates have been or will be made, eit	her directly or indirectly, to or on behalf of
AppleOne Employment Services from the full weekly wages earned b		rom the full weekly wages earned by any
person, and that no deductions have been made either		r directly or indirectly, from the full wages
	earned by any person, other than permissible deductions	s as defined in Regulations, Part 3 (29 CFR
	Subtitle A), issued by the Secretary of Labor under the C	Copeland Act, as amended (48 Stat. 948, 63
	Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described b	below:

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

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

Date: 4 n

Richard Wilke- Regional Vice President 1 THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY DE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

INTENTIONALLY OMITTED

Page 1 of 17

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. **DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health

Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement,

with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. <u>PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH</u> <u>INFORMATION</u>

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for deidentification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further

Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. <u>REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND</u> <u>BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION</u>

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account;

Page 7 of 17

- (d) number, diagnosis, disability code or other types of information were involved);
- (e) The name and contact information for a person highly knowledge of the facts and circumstances of the nonpermitted Use or Disclosure of PHI, Security Incident, or Breach
- 5.2.2 Business Associate shall make a <u>written report without unreasonable</u> <u>delay and in no event later than three (3) business days</u> from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012,** <u>PRIVACY@ceo.lacounty.gov</u>, that includes, to the extent possible:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
 - Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
 - (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from

- (g) the non-permitted Use or Disclosure, Security Incident, or Breach;
- (h) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (i) The name and contact information for a person highly knowledge of the facts and circumstances of the nonpermitted Use or Disclosure of PHI, Security Incident, or Breach.
- 5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
 - 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
 - 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
 - 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
 - (a) The date of the Disclosure;

- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide

Covered Entity with copies of any documents produced in response to such request.

12. <u>MITIGATION OF HARMFUL EFFECTS</u>

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
 - 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
 - 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:
 - (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
 - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, 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, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. <u>TERM</u>

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. <u>DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR</u> <u>EXPIRATION</u>

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
 - 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
 - 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. <u>MISCELLANEOUS PROVISIONS</u>

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this

Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

ATTACHMENT B



COUNTY OF LOS ANGELES PROBATION DEPARTMENT - INTERNAL AFFAIRS BUREAU 9150 East Imperial Highway Downey, CA 90242 BACKGROUND REQUEST FORM Email Form to: Vivian.Gonzalez@probation.lacounty.gov



Requesting Agency:	
Agency Address:	
City and Zip Code:	
Agency Contact Person:	
Telephone No:	Please N
Fax No:	Please ha
Email Address:	
Lead Agency (if Different):	

LIVE SCAN SCHEDULE: Monday & Friday: 8:30 AM - 4:00 PM

Please Note: We do not live scan on Tuesday, Wednesday, nor Thursday.

Please have applicant arrive 15 min. prior to scheduled appointment.

	Completed by Requesting Agency C									
Applicantia Nama	Applicantia Desition	Work Location	Available Dates & Times		Appointment	Appointment				
Applicant's Name	Applicant's Position	WORK LOCAUON	Available Dates & Times		Date	Time				

Instructions to Applicants:

1. Prior to the background interview, please complete the application in black or blue ink.

2. Please bring a valid photo identification (Example: California Driver's License or Identification Card)

CONTRACT DISCREPANCY REPORT

TO:				
FROM:				
DATES:	Prepared:			
	Returned by Contracto	r:		
	Action Completed:			
DISCREPAN	ICY PROBLEMS:			
Signature of	County Representative		Date	
CONTRACT	OR RESPONSE (Cause an	d Corrective Action):		
	Contractor Representative		 Date	
-		TOR RESPONSE:		
Signature of	County Representative		Date	
	TIONS:			
CONTRACT	OR NOTIFIED OF ACTION			
-	esentative's Signature and I			
	epresentative's Signature a			

EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

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

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

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

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

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: _____ DATE: Z-7.22 NAME: Richard Wilke

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

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

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

Company Address: 327 W. Broadway		
City: Glendale	State: CA	Zip Code: 91204
Telephone Number: (866) 493-8343	Email address:	govsolutions@appleone.com

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

Print Name: Carlton G. Bryant	Title: Executive Vice President
Signature: Uhrwl	Date: 10/14/2021

CONFIDENTIALITY OF CORI INFORMATION

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

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

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

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

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

1/ Mall

(Signature)

Richard Wilke

Name (Print)

Regional Vice President

Title

2-7-22

Date

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

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARD	MAXIMUM ALLOWABLE DEVIATION (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FROM CONTRACT PRICE FOR EXCEEDING AQL
Overall compliance with Statement of Work (SOW), Scope of Work. (Appendix A, 1.0)	100% Adherence to County requirements	5%	-User complaints -Random Inspections -Information from Contractor Reports	Up to \$100 per occurrence
Overall compliance with Statement of Work (SOW), Specific Tasks. (Appendix A, 2.0)	100% Adherence to County requirements	5%	-User complaints -Random Inspections -Random Samplings -Information from Contractor Reports	Up to \$100 per occurrence
Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the contract are met. (Appendix A, 3.0)	100% Adherence to County requirements	0%	-User complaints -Random Inspections -Random and/or Judgmental Samplings	Up to \$100 per occurrence
Personnel assigned to provide service under this contract shall be fingerprinted prior to providing services. (Appendix C, 7.5.1)	100% Adherence to County requirements	0%	-User complaints -Random Inspections	Up to \$100 per employee per occurrence
No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously. (Appendix C, 7.5.2)	100% Adherence to County requirements	0%	-User complaints -Random Inspections	Up to \$100 per employee per occurrence
The Contractor shall reimburse County for record check. (Appendix C, 7.5.6)	100% Adherence to County requirements	0%	-User complaints -Random Inspections	Up to \$100 per employee per occurrence
The Contractor in compliance with Standard Terms and Conditions. (Appendix C, 8)	100% Adherence to County requirements	0%	-User complaints -Random Inspections -Random and/or Judgmental Samplings	Up to \$50 per occurrence

JOB DESCRIPTION

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

Example of Duties:

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

Prepares Kardex files.

Answers telephone inquiries and provides directions to the public.

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

Processes visits according to established procedures.

Processes court documents.

Update, correct, and distribute population sheets.

Operate security gates and doors.

Compile and type reports.

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

Minimum Requirements

See typical Duty Statement, Technical Exhibit 2

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

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

This exhibit provides typical samples of specific tasks which a clerk will be required to learn and perform within established standards. The actual duty statement will vary depending upon shifts and days. These duties include but are not limited to the following:

Job Function: Admissions Receptionist

- Processes new admissions and incoming transfers
- Generate and track incoming minors for Monthly Clothing report
- Enter minors name and personal history in computer
- Process Ricardo M (RICM)-Admissions Report
- Record admissions on Admit Sheet Log. Process Running Pop, Master Pop and Admit List
- Set up Admission Log Book for daily posting
- Close Admission Log Book at the end of each shift
- Generate Relationship Report
- Distribute various reports to specified offices
- File entrance records into Kardex files
- File Kardex printout into Kardex files
- Twice weekly, check to assure Kardex files have a detaining order for each minor
- Make daily checks to assure Kardex file is available for each detained minor
- Access computer and Kardex files for information
- Answer telephones on inquiries
- Process Detaining Orders and all Court documents

- Put court dates, disposition, area office, any/all updated information into computer
- Process letters to parents
- Miscellaneous assigned tasks

Job Function: Release Receptionist

- Process outgoing minors for releases and transfers
- Pull release document
- Check and record ID of parent or person minor will be released to
- Log all parents and guardians for Release Check-In log to track length of wait time
- Call Unit, Property Room
- Record release in Release Book
- Process transfers and log into Release Book
- Close Release Book at the end of the shift
- Generate and track outgoing minors for Monthly Clothing report
- Process Ricardo M (RICM) Release Report
- Give directions to the public
- Answer telephone or public inquiries accessing computer and/or Kardex printout for information
- Back up Admission Clerk
- Filing
- Twice weekly, check to assure Kardex file has a Detaining Order for each minor
- Miscellaneous tasks, as needed

Job Function: Recordkeeping (Computer Room)

- Process custody sheets
- Match custody sheets with detaining orders to check for errors
- Distribute copies of custody sheets
- Put court dispositions into computer
- Process court documents (detaining orders)
- Process Departmental mail daily
- Put court dates into computer
- File detaining orders
- Distribute population sheets
- Balance population sheets
- Make population sheet corrections
- Distribute population reports, Detaining Orders and Custody Sheets and Appointment Logs
- Update computer location of minor

Job Function: File Room

- Pick-up file room work from other sections and distribute to appropriate desk
- Pull behavior chart of minors currently active to send to units
- Pull file folders from active files
- Pull folders from files of minors over 18 to prepare for storage
- File papers and behavior charts in file folder
- Make record searches in response to telephone or special inquiries

- Process contents of Behavior Chart for sealing
- Prepare contents of Behavior Charts for storage and destruction
- Conduct weekly audits and process file transfers

Job Function: Personnel Office

- Assist with some payroll functions
- Type face sheet
- Process employee facility files (incoming and outgoing)
- Process and manage staff files for retired, resigned and released staff for storage
- Make copies of Master cards for the current year and previous year for staff Performance Evaluations
- Pull personnel files
- Distribute file(s) and master card(s) to their Director
- Receive completed evaluation check, sign, and distribute Pay Stubs
- Check to make sure there is a check stub for each staff member
- Distribute to staff, who sign for stubs
- Filing
 - ✓ File all paperwork in staff personnel files
- Industrial Injury
 - ✓ Ensure proper completion of forms
 - ✓ Make copies (supervisor and medical files)
 - ✓ Send forms to Return to Work Unit at Probation Headquarters
 - ✓ Log incident on Industrial Tracking Log

ATTACHMENT II

COUNTY OF LOS ANGELES PROBATION DEPARTMENT PROP A REVIEW - CLERICAL SERVICES AT BARRY J. NIDORF JUVENILE HALL COMPARISON OF COUNTY'S ESTIMATED AVOIDABLE COSTS TO CONTRACTOR'S COSTS FOR THE PERIOD FROM JANUARY 1, 2022 TO DECEMBER 31, 2022

COUNTY COSTS

Direct Costs

Salaries -	¹ FY 2022			
Classification	Maximum <u>Salary</u>	No. of <u>Positions</u>	No. of <u>Months</u>	<u>Total</u>
² Intermediate Typist Clerk (6:00am-2:30pm) Intermediate Typist Clerk (7:30am-4:30pm)	4,096.18 4,096.18	3.0 1.0	36 12	147,462.00 49,154.00
Intermediate Typist Clerk (8:00am-4:30pm)	4,096.18	3.0	36	147,462.00
Skilled Typist (2:00am-10:30 am, 12am-8:30am)	4,096.18	1.0	12	49,154.00
Intermediate Typist Clerk (8:30am-5:00pm)	4,096.18	1.0	12	49,154.00
Intermediate Typist Clerk (2:00pm-10:30pm) Intermediate Typist Clerk (10:00pm-6:30am)	4,096.18 4,096.18	6.0 1.0	72 12	294,925.00 49,154.00
³ Payroll Clerk II	5,294.00	1.0	1	5,294.00
³ Senior Deptl Personnel Tech	8,270.35	1.0	1	8,270.00
	Subtotal	18.0		800,029.00
	Add. Evening Ch	ift Differential Dan		4 10 452 00
	•	hift Differential Bonu Differential Bonus	· · · ·	⁴ 10,452.00 ⁴ 1,742.00
	Less: MAPP		(Freinium)	1,742.00
	Less: 5th Step S	alary Savings		⁵ (55,266.00)
	Total Direct Sala	ries		756,957.00
Employee Benefits				⁶ 451,638.39
	Total Salaries &	Employee Benefits	;	1,208,595.39
Services & Supplies	IT Cost for 6.0 A	dditional Staff	\$ 19,000	⁷ \$20,000
	Office Space for	2.0 Admin Staff	417	8
	IT Costs- New O	ffice Space/Site	1,000	8
Indirect Costs (Overhead and Supervision)				9
	Total Estimated	Avoidable Costs		1,228,595.39
CONTRACTING COSTS				
Direct Costs				
Contract costs				680,952.48
	Total Contract (Costs (Direct plus	Indirect)	680,952.48
Estimated Savings from Contracting (Avoidable C	Costs less Contract C	Costs)		547,642.91
Percent of Savings				44.57%

CONTRACTING WITH COMMUNITY BUSINESS ENTERPRISES

I. The process used for identifying minority vendors:

The Probation Department used its current bidder's mailing list. The solicitation information was placed on the Los Angeles CountyOffice of Small Business Contracting Opportunities website. Advertisements of bid solicitation were placed in the Los Angeles Times, the Lynwood Journal, and. Nuestra Comunidad.

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

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

- III. On final analysis and consideration of award, AppleOne Employment Services was selected without regard to sex, religion, race, color, or creed.
- IV. The Organization Information Form for AppleOne Employment Services is attached as Attachment 111-B

ATTACHMENT III-A

	Agency Name	Agency Address	City	State	Zip Code	Agency Contact	Contact Number	Fax Number	Contact E-Mail
1	A.P.R. CONSULTING, INC.	22632 GOLDEN SPRINGS DRIVE, STE. 330	DIAMOND BAR	СА	91765	-			
2	A.P.R. CONSULTING, INC.	3200 El Camino Real, Suite 130	Irvine	CA	92602	×			
3	Accountants Inc.	111 Anza Boulevard, Suite 400	Burlingame	СА	94010		{562} 468-0111		
4	Act 1 Personnel Services	18520 Hawthorne Blvd.	Torrance	СА	90504	Candice Moore	310.371.2151		www.act-1.com
5	Act 1 Personnel Services	18522 Hawthorne Blvd.	Torrance	СА	90504				
6	ADECCO	801 N. Brand Blvd., Suite 185	Glendale	СА	91203				
7	Alternatives & Solutions, Inc.	4497 Emerald Street	Torrance	СА	90503				
8	Apple One - Human Resources Consultant	888 South Figueroa Street, Suite 170	Los Angeles	СА	90017				
9	Career Advantage Personnel Service	1215 East Airport Drive, Ste. 125	Ontario	СА	91761				
10	Career Strategies	21031 Ventura Blvd., Suite 1005	Woodland	СА	91364	Dionne Thanstrom	818.883.0440		
11	Cawley Personnel Services	180 S, Lake Avenue	Pasadena	СА	91101				
12	CGF Business Solutions, Inc.	3631 Agnes Ave.	Lynwood	СА	90262	Ann Starkey			
13	Change Lanes	43424 Copeland Circle, Suite A	Lancaster	СА	93535	Cynthia Spears			
14	Charlotte Asberry	3530 W. 27th Street	Los Angeles	СА	90018				

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ATTACHMENT III-A

				_				
15	Chrysalis Labor Connection	516 S. Main Street	Los Angeles	CA	90013			
16	Compton Chamber of Commerce	205 South Willowbrook	Compton	CA	90220			
17	DNICA	5606 Geer Avenue	Los Angeles	СА	90016			
18	E. Reider Enterprises	4660 W. Point Loma Blvd.	San Diego	CA	92107		175	
19	Eagle Trancscribing Services	19252 Worchester Lane	Huntington Beach	СА	92627			
20	Emerald Agency	6080 Center Drive, 6th Floor	Los Angeles	СА	90045			
21	Extra Job Employment Agency	13458 Verdura Avenue	Downey	CA	90242			
22	Helpmates-Staffing Services	700 S. Flower St., Suite 410	Los Angeles	CA	90017	Julia Bolden, Branch Manager		
23	IDI Personnel Services	3550 Santa Anita Ave., Ste. A	El Monte	CA	91731			
24	Jacqueline B. & Associates, Inc.	1010 Cumberland Road	Glendale	СА	91202			
25	Jaro's Professional Word Processing Service	3436 West 43rd Street	Los Angeles	CA	90008			
26	Jasco Word Processing Services	1904 East San Luis Street	Compton	СА	90220			
27	Jean Houston, Fifth Supervisoral District	869 K. Hahn Hall of Administration	Los Angeles	СА	90012			
28	Jorema, Inc.	2419 11th Avenue	Los Angeles	СА	90018			
29	KIMCO	12070 Telegraph Road, Suite 300	Santa Fe Springs	СА	90670			

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ATTACHMENT III-A

30	Ladera Career Paths	6820 La Tijera Blvd., Ste. 217	Los Angeles	СА	90670			
31	Latino Chamber of Commerce	P.O. Box 173	Compton	СА	90223			
32	Lisa Eredia Secretarila Service	14256 Amar Road	La Puente	СА	91746	0		
33	Michael Davis, Second Supervisorial District County of Los Angeles	7807 South Compton Ave.	Los Angeles	СА	90002			
34	Micro Tech	2103 Dean Mead Street	Lakewood	СА	90712			
35	National Personnel Services	2225 Via Fernandez	Palos Verdes Estates	СА	90274			
36	National Secretarial Sevice	5214 Yolanda	Tarzana	CA	91356			
37	Newpoint Management, LLC	144 Greenbriar Lane	La Puente	CA	91744			
38	Overflow Business Services	197 Racquet Club Drive	Compton	СА	90220			
39	Personalized Business Services	3982 Degnan Blvd.	Los Angeles	CA	90008			
40	Personnel Plus	12052 East Imperial Hwy.	Norwalk	CA	90650			
41	Precision Plus Word Processing	131 West Mariposa Street	Altadena	CA	91101			
42	Professional Services Group	1170 S. Windsor Blvd.	Los Angeles	СА	90019			
43	Progressive Business Services	8613 South Cimarron Street	Los Angeles	CA	90047			
44	RCA & Associates	5608 Valley Glen Way	Los Angeles	CA	90043			

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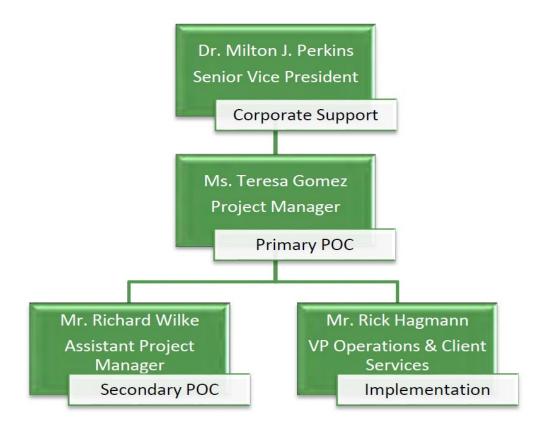
ATTACHMENT III-A

								2 C 34	
45	Reliable Admin. Resources	6245 Mulan Street	Corona	СА	92880	Patrice Davezan			
46	Right Choice Business Services	5813 Jadette Street	Alto Loma	СА	91737				
47	Riley Office & Management Control	115 W. California Ave., #147	Pasadena	СА	91105				
48	Roberts & Associates	1227 S. Arlington Avenue	Los Angeles	СА	90010				
49	Rose & Kindel Marketing	665 3rd St., Suite 100	San Francisco	СА	94107		(ð.		
50	Sage Personnel Resources	27201 Tourney Road, Suite 202	Valencia	СА	91355				
51	Select Temporary Services	6180 Laurel Canyon, Ste. 165	North Hollywood	СА	91606				
52	SEO Transcribing Service	23123 Frisca Drive	Valencia	СА	91355				
53	Simpson & Simpson	3600 Wilshire Blvd., Ste.1710	Los Angeles	СА	90010				10 I
54	Son Roms Business Services	249 E. 158th Street	Gardena	СА	90248	F1			
55	T & R Secretarial Pool	823 East 95th Street	Los Angeles	CA	90002				
56	Taylor Dane Personnel Services	336 North Poinsetta Place	Los Angeles	CA	90036		I.		
	Tenacious Staffing	3350 E. 7th Street, #146	Long Beach	СА	90804	Naomi Hill	562-270-4008	562-490-8373	nhill@tenaciousstaffi ng.com
57	The Wentworth Company, Inc.	479 West 6th Street	San Pedro	СА	90731				
58	Ultimate Staffing Services	55 South Lake Ave., Suite 100	Pasadena	CA	91101	Mackenzie Edwards	626-449-9898	626-449-4510	medwards@ultimates taffing.com

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59	VOLT	100 Corporate Pointe, Suite 330	Culver City	CA	90230	Laura Mayo	310-337-7965	310-337-1460	Lmayo@volt.com
60	Washington Associates	1207 W. 83rd Street	Los Angeles	CA	90044				
61	Word Processing Unlimited	20924 Vanowen St., Suite 200	Canoga Park	CA	91303	Marla Win			

ORGANIZATIONAL CHART



ATTACHMENT IV





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BOARD LETTER/MEMO CLUSTER FACT SHEET

X Board Letter] Board Memo	□ Other
CLUSTER AGENDA REVIEW DATE	3/23/2022		
BOARD MEETING DATE	4/5/2022		
SUPERVISORIAL DISTRICT AFFECTED	All 🛛 1 st	2 nd 3 rd 4 th 5 th	
DEPARTMENT(S)	Probation		
SUBJECT	Approval of a Contract to	o provide Clerical Services at Central Juve	enile Hall.
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	X Yes N	0	
SOLE SOURCE CONTRACT	Yes No		
	If Yes, please explain w	hy:	
DEADLINES/ TIME CONSTRAINTS	None		
COST & FUNDING	Total cost: \$995,000 Annually	Funding source: Probation Administrative Services	
	TERMS (if applicable):		
		o commence June 1, 2022 through May 3 ⁻ o four (4) twelve-month option periods	1, 2023 with an
	Explanation: N/A		
PURPOSE OF REQUEST	Employment Services to	Probation Officer to obtain approval of a co provide clerical services at Central Juven Probation Department (Probation).	
BACKGROUND (include internal/external	The proposed contract i	s authorized by the Los Angeles County (Chapter 2.121 (Proposition A). Probation	
issues that may exist including any related motions)		cting with private businesses under Los A	
EQUITY INDEX OR LENS	Yes <u>X</u> No		
WAS UTILIZED	If Yes, please explain he	DW:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes <u>X</u> No If Yes, please state whic	ch one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # &	Email:	
CONTACTS	Robert Smythe, Adminis	strative Deputy	
	(562) 940-2516		
	robert.smythe@probatic	n.lacounty.gov	
	James T. Johnson, Adm (562) 940-2825	inistrative Services Division Manager	
	James.Johnson@proba	tion.lacounty.gov	



COUNTY OF LOS ANGELES PROBATION DEPARTMENT



9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242 (562) 940-2501

ADOLFO GONZALES Chief Probation Officer

April 5, 2022

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

Dear Supervisors:

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

(1st SUPERVISORIAL DISTRICT) (3 VOTES)

SUBJECT

Approval of a contract with AppleOne Employment Services (AppleOne) to provide clerical services at Central Juvenile Hall for the County of Los Angeles Probation Department.

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Find that the clerical services provided under the recommended contract will be more economically performed by the Contractor rather than by County employees.
- 2. Approve and instruct the Chairman to sign the attached contract (Attachment I) with AppleOne to provide clerical services at Central Juvenile Hall for an estimated annual amount of \$995,000 commencing on June 1, 2022, through May 31, 2023.
- 3. Delegate authority to the Chief Probation Officer to prepare and execute contract amendments to extend the contract term for up to four (4) additional 12-month periods, upon approval as to form by County Counsel.
- 4. Delegate authority to the Chief Probation Officer to prepare and execute amendments to the contract to decrease or increase either the contract amount or the contract period, not to exceed ten percent (10%) of the hourly rate and/or

The Honorable Board of Supervisors April 5, 2022 Page 2

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

5. Delegate authority to the Chief Probation Officer or their designee to approve non-material, technical, and administrative changes to the contract, necessary changes to the scope of service, and if necessary, authority to terminate, in whole or in part, the contract with AppleOne.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions is to obtain approval of the attached contract (Attachment I) with AppleOne to provide clerical services at Central Juvenile Hall for the County of Los Angeles Probation Department (Probation). Probation has utilized contracted clerical services since 1987. The current contract is scheduled to expire on May 31, 2022. Approval of this contract will enable Probation to continue receiving clerical services at Central Juvenile Hall.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FINANCIAL IMPACT/FINANCING:

The estimated annual cost of this contract is \$995,000. The annual savings to the County is estimated at \$751,000 (Attachment II). Because the annual number of hours to be provided cannot be projected with certainty given fluctuations in juvenile hall population changes and other Departmental needs, the actual contract savings may be more or less than estimated.

Funding for this contract is included in Probation's FY 2021-2022 Adopted Budget. The recommended contract includes provisions for non-appropriation of funds and budget reductions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Probation has contracted for clerical services since 1987. The initial term of this contract shall be effective June 1, 2022, through May 31, 2023. The recommended contract is authorized by the Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). Probation has complied with all requirements for contracting with private businesses under Los Angeles County Code Chapter 2.121. All requirements of Los Angeles County Code Section 2.121.380 have been met.

The Honorable Board of Supervisors April 5, 2022 Page 3

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

The recommended contract contains the Board's required contract provisions, including those pertaining to consideration of qualified county employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with Jury Service Ordinance, Safely Surrendered Baby Law, and the Child Support Program.

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

CONTRACTING PROCESS

To solicit for these services, a competitive Request for Proposals (RFP) process was utilized and issued on August 19, 2021. Through the solicitation and competitive negotiation process, approximately 61 letters were sent to service providers.

Attachment III provides the process used for contracting with community business enterprise. Advertisements were run in the Los Angeles Times, Lynwood Journal and Nuestra Comunidad. The solicitation information was also made available through the Internet on the County of Los Angeles Internal Services Department (Attachment IV) and Probation websites. As a result, seven (7) potential providers registered for the Virtual Mandatory Proposer's Conference (Conference) and seven (7) potential providers attended the Conference.

One (1) proposal was received and evaluated using the initial screening "pass/fail" process which was consistent with the Selection Process and Evaluation Criteria set forth in the RFP. The proposal submitted by AppleOne passed the initial screening and proceeded to the final evaluation process. The proposal was rated and scored by an evaluation committee using a point system that covered: 1) proposer's qualifications, 2) proposer's approach to provide required services, 3) proposer's quality control plan, 4) living wage compliance, and 5) proposed cost.

AppleOne submitted a responsive proposal that reflected a good understanding of the services to be provided. AppleOne demonstrated they were experienced and capable of providing the required services. There were no protests received as part of this solicitation. The current contract expires on May 31, 2022.

The Honorable Board of Supervisors April 5, 2022 Page 4

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This contract will continue the current level of services.

Respectfully submitted,

ADOLFO GONZALES Chief Probation Officer

AG: TH: DS: yh

Enclosures

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

ATTACHMENT I



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

APPLEONE EMPLOYMENT SERVICES

FOR

CLERICAL SERVICES AT CENTRAL JUVENILE HALL

CONTRACT PROVISIONS TABLE OF CONTENTS <u>TITLE</u>

RECI	TALS		. 1
1	APPLICABLE DOCUMENTS1		
2	DEFI	DEFINITIONS	
	2.1	Standard Definitions	. 3
3	WOR	۲K	. 4
4	TERM OF CONTRACT		. 5
5	CONTRACT SUM		. 5
	5.1	Total Contract Sum	. 5
	5.2	Written Approval for Reimbursement	. 6
	5.3	Notification of 75% of Total Contract Sum	. 6
	5.4	No Payment for Services Provided Following Expiration-Termination of Contract	. 6
	5.5	Invoices and Payments	. 6
	5.6	Intentionally Omitted	. 7
	5.7	Default Method of Payment: Direct Deposit or Electronic Funds Transfer	. 8
6	ADM	INISTRATION OF CONTRACT - COUNTY	
	6.1	County Administration	. 8
	6.2	County's Contract Manager	. 8
	6.3	County's Program Manager	
	6.4	County's Contract Monitor	
7	ADM	INISTRATION OF CONTRACT - CONTRACTOR	
	7.1	Contractor Administration	. 9
	7.2	Contractor's Staff	
	7.3	Approval of Contractor's Staff	10
	7.4	Contractor's Staff Identification	10
	7.5	Background and Security Investigations	
	7.6	Confidentiality	
8	STA	NDARD TERMS AND CONDITIONS	
	8.1	Amendments	
	8.2	Assignment and Delegation/Mergers or Acquisitions	
	8.3	Authorization Warranty	14

PARAGRAPH

PAGE

CONTRACT PROVISIONS TABLE OF CONTENTS <u>TITLE</u>

V			
	8.4	Budget Reductions	14
	8.5	Complaints	15
	8.6	Compliance with Applicable Law	16
	8.7	Compliance with Civil Rights Laws	16
	8.8	Compliance with the County's Jury Service Program	17
	8.9	Conflict of Interest	18
	8.10	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List	
	8.11	Consideration of Hiring GAIN-GROW Participants	19
	8.12	Contractor Responsibility and Debarment	20
	8.13	Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law	
	8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	22
	8.15	County's Quality Assurance Plan	23
	8.16	Damage to County Facilities, Buildings or Grounds	23
	8.17	Employment Eligibility Verification	24
	8.18	Counterparts and Electronic Signatures and Representations	24
	8.19	Fair Labor Standards	24
	8.20	Force Majeure	25
	8.21	Governing Law, Jurisdiction, and Venue	25
	8.22	Independent Contractor Status	26
	8.23	Indemnification	26
	8.24	General Provisions for all Insurance Coverage	26
	8.25	Insurance Coverage	31
	8.26	Liquidated Damages	33
	8.27	Most Favored Public Entity	34
	8.28	Nondiscrimination and Affirmative Action	34
	8.29	Non Exclusivity	36
	8.30	Notice of Delays	36
	8.31	Notice of Disputes	36
	8.32	Notice to Employees Regarding the Federal Earned Income Credit	36

PARAGRAPH

PAGE

CONTRACT PROVISIONS TABLE OF CONTENTS TITL F

PARAGRAP	TABLE OF CONTENTS PH <u>TITLE</u>	<u>PAGE</u>
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law	37
8.34	Notices	37
8.35	Prohibition Against Inducement or Persuasion	37
8.36	Public Records Act	37
8.37	Publicity	38
8.38	Record Retention and Inspection-Audit Settlement	39
8.39	Recycled Bond Paper	41
8.40	Subcontracting	41
8.41	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	42
8.42	Termination for Convenience	42
8.43	Termination for Default	43
8.44	Termination for Improper Consideration	44
8.45	Termination for Insolvency	45
8.46	Termination for Non-Adherence of County Lobbyist Ordinance	46
8.47	Termination for Non-Appropriation of Funds	46
8.48	Validity	46
8.49	Waiver	46
8.50	Warranty Against Contingent Fees	46
8.51	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	47
8.52	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	47
8.53	Time off for Voting	47
8.54	Compliance with County's Zero Tolerance Policy on Human Trafficking	48
8.55	Intentionally Omitted	48
8.56	Compliance with Fair Chance Employment Practices	48
8.57	Compliance with the County Policy of Equity	48
8.58	Prohibition from Participation in Future Solicitation(s)	49

CONTRACT PROVISIONS TABLE OF CONTENTS <u>TITLE</u>

PARAGRAPH

<u>PAGE</u>

	8.59	COVID-19 Vaccinations of County Contractor Personnel	49
9	UNIQU	JE TERMS AND CONDITIONS	51
	9.1	Compliance with the County's Living Wage Program	.51
	9.2	Health Insurance Portability and Accountability Act of 1996 (HIPAA)	58
	9.3	Intentionally Omitted	59
	9.4	Intentionally Omitted	59
	9.5	Intentionally Omitted	59
	9.6	Intentionally Omitted	59
	9.7	Intentionally Omitted	59
	9.8	Intentionally Omitted	59
	9.9	Intentionally Omitted	59
SIGN	ATURE	S	60

CONTRACT FOR CLERICAL SERVICES AT CENTRAL JUVENILE HALL TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

А	Statement of Work (SOW)		
В	Pricing Sheet		
С	Contractor's Proposed Schedule		
D	Contractor's EEO Certification		
Е	County's Administration		
F	Contractor's Administration		
G	COVID-19 Vaccination Certification of Compliance and Confidentiality		
	G1	Contractor Acknowledgement and Confidentiality Agreement	
	G2	Contractor Employee Acknowledgement and Confidentiality Agreement	
	G3	Contractor Non-Employee Acknowledgement and Confidentiality Agreement	
Н	Jury Service Ordinance		
I	Safely Surrendered Baby Law		
J	Living Wage Ordinance		
K	Living Wage Rate Annual Adjustments		
L	Payroll Statement of Compliance		
Μ	Intentionally Omitted		
Ν	Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)		
0	Intentionally Omitted		
Р	Intentionally Omitted		
Q	Background Request Form		
R	Contract Discrepancy Report		
S	Employee's Acknowledgement of Employer		
Т	Defau	Ited Property Tax Reduction Program/Form	
U	Confic	dentiality of CORI Information	
V	Performance Requirements Summary (PRS) Chart		
W	Job Description		
Х	Duty S	Statements	

CONTRACT BETWEEN COUNTY OF LOS ANGELES

AND

APPLEONE EMPLOYMENT SERVICES FOR

CLERICAL SERVICES AT CENTRAL JUVENILE HALL

This Contract ("Contract") made and entered into this ____ day of _____, 2022 by and between the County of Los Angeles, hereinafter referred to as County and AppleOne Employment Services, hereinafter referred to as "Contractor". AppleOne Employment Services is located at 18538 Hawthorne Blvd., Torrance, CA 90504.

RECITALS

WHEREAS, the County of Los Angeles Probation Department has a continuing need to provide clerical services to keep records on the youth processed through Central Juvenile Hall, and

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

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

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to Contract for Clerical Services; and

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

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

1 APPLICABLE DOCUMENTS

1.1 Exhibits A, B, C, D, E, F, G, G1, G2, G3, H, I, J, K, L, N, Q, R, S, T, U, V, W, and X, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition 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 terms and conditions of 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 Sheet
- 1.3 EXHIBIT C Contractor's Proposed Schedule
- 1.4 EXHIBIT D Contractor's EEO Certification
- 1.5 EXHIBIT E County's Administration
- 1.6 EXHIBIT F Contractor's Administration
- 1.7 EXHIBIT G COVID-19 Vaccination Certification of Compliance and Confidentiality Forms
 - G1 Contractor Acknowledgement and Confidentiality Agreement
 - G2 Contractor Employee Acknowledgement and Confidentiality Agreement
 - G3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.8 EXHIBIT H Jury Service Ordinance
- 1.9 EXHIBIT I Safely Surrendered Baby Law
- 1.10 EXHIBIT J Living Wage Ordinance
- 1.11 EXHIBIT K Living Wage Rate Annual Adjustments
- 1.12 EXHIBIT L Payroll Statement of Compliance
- 1.13 EXHIBIT M Intentionally Omitted
- 1.14 EXHIBIT N Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.15 EXHIBIT O Intentionally Omitted
- 1.16 EXHIBIT P Intentionally Omitted
- 1.17 EXHIBIT Q Background Request Forms
- 1.18 EXHIBIT R Contract Discrepancy Report
- 1.19 EXHIBIT S Employee's Acknowledgement of Employer
- 1.20 EXHIBIT T Defaulted Property Tax Reduction Program/Form

- 1.21 EXHIBIT U Confidentiality of CORI Information
- 1.22 EXHIBIT V Performance Requirements Summary (PRS) Chart
- 1.23 EXHIBIT W Job Description
- 1.24 EXHIBIT X Duty Statements

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

- 2.1.1 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.
 - 2.1.1.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
 - 2.1.1.2 **Contract:** This agreement executed between the County and the Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
 - 2.1.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
 - 2.1.1.4 **Contractor's Project Director:** Person designated by the Contractor to administer the Contract operations after the Contract award.

- 2.1.1.5 **County's Contract Manager:** Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract.
- 2.1.1.6 **County's Contract Monitor:** Person designated by the County to monitor the Contract and provide reports to the County's Contract Manager and the County's Program Manager.
- 2.1.1.7 **County's Program Manager:** Person designated by the County to manage the daily operations under this Contract.
- 2.1.1.8 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.9 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.10 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services.
- 2.1.1.11 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.1.12 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

3 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 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a one (1) year period commencing through ______, unless sooner terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the Contractor, by mutual written agreement, for up to four (4) additional one (1) year periods for a maximum total Contract term of five (5) years.
- 4.2 Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of the Contractor. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

The County maintains a database that tracks/monitors the Contractor's performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.

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

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The Contract Sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for supplying all services specified under this Contract consistent with the cost listed in Exhibit B (Pricing Sheet). The annual Contract Sum, inclusive of all applicable taxes, is estimated at \$995,000 as long as the total number of hours does not exceed 39,520. If the total annual number of hours does exceed 39,520, payment shall continue to be made at the agreed upon per hour rates. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein. The Contractor shall submit monthly invoices for actual services provided by the Contractor under this Contract consistent with Exhibit B (Pricing Sheet). The Contractor shall retain all relevant

supporting documents and make them available to the County at any time for audit purposes. Invoices shall be specific as to the services provided.

5.2 Written Approval for Reimbursement

5.2.1 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 person or 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 not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

5.3.1 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 Sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Probation at the address herein provided in Exhibit E (County's Administration).

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

5.4.1 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.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work), and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges

owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.

- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Sheet).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

PROP A – Living Wage Program:

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

Exhibit L – Payroll Statement of Compliance

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

County of Los Angeles Probation Department Attention: Fiscal Department, P-73 9150 East Imperial Highway Downey, California 90242

5.5.6 County Approval of Invoices

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

5.5.7 Intentionally Omitted

5.6 Intentionally Omitted

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor shall submit a direct deposit authorization request via the website <u>https://directdeposit.lacounty.gov</u> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County's Contract Manager

- 6.2.1 The role of the County's Contract Manager may include:
 - 6.2.1.1 Coordinating with the Contractor and ensuring the Contractor's performance of the Contract; however, in

no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Program Manager

- 6.3.1 The role of the County's Program Manager is authorized to include:
 - 6.3.1.1 Meeting with the Contractor's Project Director on a regular basis; and
 - 6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 County's Contract Monitor

6.4.1 The County's Contract Monitor is responsible for the monitoring of the Contract and the Contractor. The County's Contract Monitor provides reports to the County's Contract Manager and the County's Program Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all the Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Staff

- 7.2.1 The Contractor shall have a Project Director pursuant to Section 6.3 (Project Director) of Exhibit A (Statement of Work).
- 7.2.2 The Contractor shall be responsible for providing competent staff pursuant to Section 6.4 (Personnel) of Exhibit A (Statement of Work).

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

Background and security investigations of the Contractor's staff are required as a condition of beginning and continuing work under this Contract. The cost of background checks is the responsibility of the Contractor. The Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 7.5.1 through 7.5.6 of this Contract. On at least a quarterly basis, the Contractor shall report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of the monitoring report shall receive prior written approval from the County.

7.5.1 The Contractor shall submit the names of the Contractor's or the subcontractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County appointments will schedule to conduct background investigation/record checks based on fingerprints of the Contractor's or the subcontractor's employees. The County shall have the right to conduct background investigations of the Contractor's or the subcontractor's employees at any time. The Contractor's or the subcontractor's employees shall not begin work on this Contract before receiving written notification of clearance from the County.

- 7.5.2 No personnel employed by the Contractor or the subcontractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.
- 7.5.3 The County reserves the right, in its sole discretion, to preclude the Contractor or the subcontractor from employment or continued employment of any individual performing services under this Contract.
- 7.5.4 No Contractor or subcontractor staff providing services under this Contract shall be on active probation or parole.
- 7.5.5 The Contractor or the subcontractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 7.5.6 Because the County is charged by the State for checking the criminal records of the Contractor's or the subcontractor's employees, the County will bill the Contractor to recover these expenses. The current amount is forty-nine dollars (\$49.00) per record check, which is subject to change by the State.

7.6 Confidentiality

The Contractor shall be responsible for safeguarding all County information provided for use by the Contractor.

- 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 inform all of its officers, employees, agents and the subcontractors providing services hereunder of the confidentiality provisions of this Contract.
 - 7.6.2.1 The Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).

- 7.6.2.2 The Contractor shall require each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgement and Confidentiality Agreement).
- 7.6.2.3 The Contractor shall require each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement).
- The Contractor shall indemnify, defend, and hold harmless the 7.6.3 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 the subcontractors, to comply with this Paragraph 7.6 (Confidentiality), as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 7.6 (Confidentiality) 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 to 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.

7.6.4 Confidentiality of Adult and Juvenile Records

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

7.6.5 The Contractor's employees shall be given copies of all cited code sections, and a CORI form to sign, as provided in Exhibit U

(Confidentiality of CORI Information) regarding confidentiality of the information in adult and juvenile records. The Contractor shall retain original CORI forms and forward copies to the County's Program Manager within five (5) business days of start of employment.

7.6.6 <u>Violations:</u> The Contractor agrees to inform all of its employees, agents, subcontractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of a misdemeanor.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.
- 8.1.3 The Chief Probation Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the

law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

- 8.2.2 The Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or 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

8.3.1 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

8.4.1 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

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

8.5.2 Complaint Procedures

- 8.5.2.1 Within fifteen (15) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2.3 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.
- 8.5.2.4 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.
- 8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.2.6 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.

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

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, 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.
- The Contractor shall indemnify, defend, and hold harmless the 8.6.2 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 the 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 Paragraph 8.6 (Compliance with Applicable Law) 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 to 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

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

benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D (Contractor's EEO Certification).

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy

- 8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (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 forty (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) the Contractor has a long-standing practice that defines the lesser number of

hours as full-time. Full-time employees providing shortterm, temporary services of ninety (90) days or less within a twelve (12) month period are not considered fulltime 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 paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- If the Contractor is not required to comply with the Jury 8.8.2.3 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.
- 8.8.2.4 The Contractor's violation of this paragraph 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 paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

8.10.1 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 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. The Contractors shall report all job openings with job requirements to: <u>GAINGROW@DPSS.LACOUNTY.GOV</u> and <u>BSERVICES@WDACS.LACOUNTY.GOV</u> and DPSS will refer qualified GAIN-GROW job candidates.
- 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 (5) years but may exceed five (5) 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

8.12.4.1 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.

- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is The Contractor and/or the Contractor's presented. representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative decision, which shall proposed contain а 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.
- 8.12.4.3 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.
- 8.12.4.4 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.
- 8.12.4.5 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.

8.12.4.6 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 the subcontractors of the County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

8.13.1 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 Exhibit I, 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. Information and posters for printing are available 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 contracts are in compliance with their courtordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

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

8.17 Employment Eligibility Verification

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

8.19.1 The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages,

overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 8.20.2 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 subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 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.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting the 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 Paragraphs 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage) 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.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 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.
- 8.24.2.2 Renewal Certificates shall be provided to the County not less than ten (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 subcontractor insurance policies at any time.
- 8.24.2.3 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 dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4 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.

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

Yvonne Humphrey, Contract Analyst Los Angeles County Probation Department Contracts & Grants Management Division 9150 East Imperial Highway, Room D-29 Downey, CA 90242

E-mail address: <u>Yvonne.Humphrey@probation.lacounty.gov</u> Fax#: (562) 658-2307

8.24.2.6 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 subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.24.3 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 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.

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 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. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue Contractor reimbursement.

8.24.6 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.

8.24.7 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.

8.24.8 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.

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 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.

8.24.11 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.

8.24.12 Application of Excess Liability Coverage

The 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.

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 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.

8.25 Insurance Coverage

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

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

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

includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the 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. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to the 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.

8.25.4 Unique Insurance Coverage

8.25.4.1 Intentionally Omitted

8.25.4.2 **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.

- 8.25.4.3 Intentionally Omitted
- 8.25.4.4 Intentionally Omitted
- 8.25.4.5 Intentionally Omitted

8.25.4.6 Cyber Liability Insurance

The Contractor shall secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach;

denial or loss of service; introduction, implantation or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.25.4.7 Intentionally Omitted

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Chief Probation Officer, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the Chief Probation Officer, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Chief Probation Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer, or his/her designee, deems are correctable by the Contractor over a certain time span, the Chief Probation Officer, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Chief Probation Officer, or his/her designee, may:
 - (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in Exhibit V (Performance Requirements Summary (PRS) Chart), hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in Subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

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

- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been

violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the

requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor, all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public

records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
 - 8.37.1.1 The Contractor shall develop all publicity material in a professional manner; and
 - 8.37.1.2 During the term of this Contract, the Contractor shall not and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Program Manager. The County shall not unreasonably withhold written consent.
- 8.37.2 The Contractor may, without the prior written consent of 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 Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 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 agrees that the County its authorized Contractor or 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, signin/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 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.

In addition to the above, the Contractor agrees, should the County 8.38.5 or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the foregoing requirement in this paragraph relative to the Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option the Contractor shall pay the County for travel, per diem, and other

costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
 - 8.40.2.1 A description of the work to be performed by the subcontractor;
 - 8.40.2.2 A draft copy of the proposed subcontract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract

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

- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of such documents to:

Yvonne Humphrey, Contract Analyst County of Los Angeles Probation Department Contracts & Grants Management Division 9150 East Imperial Highway, Room D-29 Downey, CA 90242 E-mail address: <u>Yvonne.Humphrey@probation.lacounty.gov</u>

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute 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 Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The

date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
 - 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
 - 8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the County's Contract Manager:
 - 8.43.1.1 The Contractor has materially breached this Contract; or
 - 8.43.1.2 The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.43.1.3 The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the

performance of this Contract to the extent not terminated under the provisions of this paragraph.

- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the 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.
- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the

intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 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;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or
 - 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

8.46.1 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 the County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any

Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

8.51.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the 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 the County and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

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

8.53 Time Off for Voting

8.53.1 The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide

election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting the Contractors from engaging in human trafficking.

If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under the Contract. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

The Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. The Contractor's violation of this paragraph 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.

8.57 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, set forth in the Countv Policv of Eauitv (CPOE) as (https://ceop.lacounty.gov/). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected

characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.58 **Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or subcontractor ("Proposer/Contractor") is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

8.59 COVID-19 Vaccinations of County Contractor Personnel

- At Contractor's sole cost, the Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 – Administration, Division 4. All employees of the Contractor and persons working on its behalf, including but not limited to, subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g., Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g., Johnson & Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- Prior to assigning Contractor Personnel to perform In-Person Services, the Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow

Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"), (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California, or (5) documentation of vaccination from the Contactors who follow the CDPH vaccination records guidelines and standards. The Contractor shall also provide written notice to the County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. The Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract and must provide such records to the County for audit purposes, when required by the County.

- 4 The Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If the Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by the County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
 - a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by the County or other applicable law, regulation, or order.
 - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
 - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

5. In addition to complying with the requirements of this section, the Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations, and requirements for COVID-19. A completed Exhibit G (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

9 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

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

9.1.2 Payment of Living Wage Rates

- 9.1.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth in Exhibit K (Living Wage Rate Annual Adjustment), for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below Paragraph 9.1.2.5 under the Contract.
- 9.1.2.2 For purposes of this paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is

providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

- 9.1.2.3 If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
- 9.1.2.4 If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- 9.1.2.5 For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any

amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different Contracts between the Contractor and the County (of which both Contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports shall be submitted on forms provided in Exhibit L (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

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

9.1.5 County Auditing of Contractor Records

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

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

- 1. <u>Remedies for Submission of Late or Incomplete Certified</u> <u>Monitoring Reports</u>. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. <u>Withholding of Payment</u>. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. <u>Termination</u>. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
- 2. <u>Remedies for Payment of Less Than the Required Living</u> <u>Wage.</u> If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. <u>Withholding Payment</u>. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied

the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- It is mutually understood and b. Liquidated Damages. agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. <u>Termination</u>. The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
- 3. <u>Debarment</u>. In the event the Contractor breaches a requirement of this paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

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

9.1.9 Contractor Retaliation Prohibited

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

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights

- 1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - Who has been employed by a Contractor under a predecessor Proposition A Contract or a predecessor cafeteria services Contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor Contract was terminated by the County prior to its expiration; and

- c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.
- 2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
- 3. The Contractor shall not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 Neutrality in Labor Relations

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

9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Inadvertent Access

- 9.2.1 The Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by the Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, the Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.2.2 Notwithstanding the foregoing, the parties acknowledge that in the course of the provision of services hereunder, the Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. The Contractor understands and agrees that neither it not its officers, employees,

or agents, are to take advantage of such access for any purpose whatsoever.

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

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- 9.3 Intentionally Omitted
- 9.4 Intentionally Omitted
- 9.5 Intentionally Omitted
- 9.6 Intentionally Omitted
- 9.7 Intentionally Omitted
- 9.8 Intentionally Omitted
- 9.9 Intentionally Omitted

IN WITNESS WHEREOF, the 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, month, and year first above written.

COUNTY OF LOS ANGELES

By_____ Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA Executive Officer of the Board of Supervisors

By: _____

APPLEONE EMPLOYMENT SERVICES

By: _____

Name (Typed or Printed)

Title

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA, COUNTY COUNSEL

Ву _____ JASON C. CARNEVALE DEPUTY COUNTY COUNSEL

EXHIBIT A

STATEMENT OF WORK

TABLE OF CONTENTS

SECTION		TITLE	
1.0	sco	PE OF WORK	63
2.0	SPE	CIFIC TASKS, ADDITIONS AND/OR DELETIONS OF FACILITIES.	63
3.0	QUA	LITY CONTROL	65
4.0	QUA	LITY ASSURANCE PLAN	66
5.0	DEFI	NITIONS	67
6.0	RES	RESPONSIBILITIES	
	COUNTY		
	6.1	Personnel	69
	6.2	Furnished Items	70
	CONTRACTOR		
	6.3	Project Director	72
	6.4	Personnel	73
	6.5	Identification Badges	74
	6.6	Intentionally Omitted	74
	6.7	Training	74
	6.8	Contractor's Office	74
	6.9	Security	74
7.0	HOU	RS/DAYS OF WORK	75
8.0	INTENTIONALLY OMITTED75		
9.0	UNSCHEDULED WORK		
10.0	INTENTIONALLY OMITTED75		
11.0	INTE	NTIONALLY OMITTED	75
12.0	PER	FORMANCE REQUIREMENTS SUMMARY	75

EXHIBIT A

STATEMENT OF WORK

1.0 SCOPE OF WORK

The Contractor shall provide up to nineteen (19) qualified skilled typists per given day to perform complete typing/clerical duties as well as other types of office functions for long-term interim assignments to the County of Los Angeles Probation Department (Probation) at Central Juvenile Hall (CJH). The personnel shall provide clerical services seven (7) days a week on various shifts: 5:30 a.m. to 2:00 p.m., 6:00 a.m. to 2:30 p.m., 8:00 a.m. to 5:00 p.m., 2:00 p.m. to 10:30 p.m., and 10:00 p.m. to 6:30 a.m. The Contractor shall maintain files at its place of business that document and support the contract employees' skill levels.

2.0 SPECIFIC TASKS, ADDITIONS AND/OR DELETIONS OF FACILITIES

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

2.1.1 Skilled Typist

- 2.1.1.1 The skilled typist shall use computers. Job duties include typing forms, correspondence and envelopes with correct spelling, punctuation and making corrections as required, process new admissions and releases. The Contractor's employees must have one year of office clerical experience involving typewriting, or a certificate or Associate of Arts degree in clerical procedures or office administration from an accredited college. The Contractor's employees must have experience in general typing with a necessary minimum typing speed of forty (40) net words per minute (w.p.m.).
- 2.1.1.2 The skilled typist will perform under County supervision all clerical services necessary to process juvenile probation cases. The Contractor is expected to provide capable, qualified, and dependable employees on a daily basis. Employees must be willing and available to work for long-term assignments of at least twelve (12) months duration.

- 2.2 The Contractor shall provide clerical personnel who will meet the following requirements:
 - 2.2.1 Possess general clerical skills, such as filing and answering phones;
 - 2.2.2 Must possess working knowledge of Microsoft products such as Word, Excel and Teams;
 - 2.2.3 All personnel must be able to read, write, spell, speak, and understand English and possess good grammatical skills. In some assignments, personnel who can speak, read, write, and understand Spanish will also be required. The current number of Spanish speaking clerks required is two (2);
 - 2.2.4 Be temperamentally capable of meeting and handling the public;
 - 2.2.5 Have good work habits;
 - 2.2.6 Be able to get to work on time; and,
 - 2.2.7 Be capable of performing the specific assignments described in Exhibit W (Job Description) and Exhibit X (Duty Statements).

2.3 Delivery

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

2.4 Overtime

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

2.5 Assignment of Unqualified Personnel

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

2.6 Self-Monitoring Reports

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

2.7 Addition/Deletion of Facilities

The Contractor is responsible for providing clerical services at Central Juvenile Hall. Facilities, work force, and/or work hours may be added or deleted during the Agreement term upon at least a five (5) calendar day written notice by Probation. All changes must be made in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.1 Amendments.

3.0 QUALITY CONTROL

The Contractor shall establish and maintain a Quality Control Plan to ensure that the terms of the Contract are met. The Contractor shall submit the plan as part of the proposal. The original plan and any amendments are subject to County review and approval, and shall include, but are not limited to, the following:

- 3.1 An inspection system covering all the services listed in Exhibit V (Performance Requirements Summary Chart). It must specify the activities to be inspected on a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of the Contract as set forth in Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of the Contract.
- 3.4 The methods to ensure uninterrupted service to the County in the event of a strike of the County's or the Contractor's employees, or any other unusual occurrence (i.e., power loss or natural disaster) that would result in the Contractor's inability to perform the terms of the Contract.

- 3.5 The methods to ensure confidentiality of participant records and information while in the care of the Contractor's employees.
- 3.6 The methods for maintaining security of records and prevent the loss or destruction of data.

4.0 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 performance standards. Any deficiencies which the County determines are severe, continuing, or that may place performance of the Contract in jeopardy, will be reported to the Board of Supervisors. The report will include all remedial action taken by the County and the Contractor. If the Contractor fails to implement appropriate remedial action, the County may terminate this Contract or impose other penalties as specified in this Contract.

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit V (Performance Requirements Summary Chart), or other such procedures as may be necessary to ascertain the Contractor's compliance with this Contract.

4.1 **Performance Evaluation Meetings**

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

- 4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule, or as required by the County.
- 4.3 The County shall have the right to remove any Contractor personnel under this Contract, who are deemed unsatisfactory in the sole judgement of the County's Program Manager. The Contractor personnel will be removed and replaced by the Contractor within twenty-four (24) hours at the request of the County's Program Manager.

4.4 Contract Discrepancy Report

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

The County's Program Manager will determine whether a formal Contract Discrepancy Report shall be issued as referenced in Exhibit R (Contract Discrepancy Report). Upon receipt of a Contract Discrepancy Report, the Contractor is required to respond in writing to the County's Program Manager within five (5) business days, acknowledging the reported discrepancies, and presenting rebuttal evidence, if applicable. The Contractor shall submit a remedial plan to correct all deficiencies identified in the Contract Discrepancy Report to the County's Program Manager within ten (10) business days of receipt of the Contract Discrepancy Report.

4.5 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.

5.0 **DEFINITIONS**

- 5.1 <u>Acceptable Quality Level Standard (AQLS)</u> A measure to express the variance from a standard before Probation can apply damages as specified in Exhibit V (Performance Requirements Summary Chart). An AQLS does not imply that the Contractor performed in a substandard way. It is required that the Contractor correct all defects whenever possible. A variance from AQLS can result in a credit to Probation against the monthly charge for the Contractor's services.
- 5.2 <u>Admission Office</u> Work location within juvenile hall where information is entered into the computer.
- 5.3 <u>Computer Room</u> Work location within juvenile halls where information is entered into the computer.
- 5.4 <u>Contract Discrepancy Report (CDR)</u> A report prepared by the County's Program Manager to inform the Contractor of substandard service.
- 5.5 <u>Contract Start Date</u> The date the Contractor begins work in accordance with the terms of the Contract.

- 5.6 <u>Contractor's Project Director</u> Person designated by the Contractor to administer Contract operations after the Contract award.
- 5.7 <u>County's Contract Manager</u> Person designated by the County with actual and apparent authority on contractual and/or administrative matters relating to this Contract.
- 5.8 <u>County's Contract Monitor</u> Person who monitors the Contract and provides reports to the County's Contract Manager and the County's Program Manager.
- 5.9 <u>County's Program Manager</u> Person designated by the County to manage the operations under this Contract.
- 5.10 <u>Evening Shift</u> A regularly established work shift at least five-eighths (5/8) of which falls between the hours of 4:00 p.m. and 11:00 p.m.
- 5.11 <u>Liquidated Damages</u> The monetary amount deducted from the Contractor's payment due to non-compliance with the Contract and/or substandard performance.
- 5.12 <u>Night Shift</u> A regularly established work shift at least five-eighths (5/8) of which falls between the hours of 9:00 p.m. and 8:00 a.m.
- 5.13 <u>Participant Records</u> Personal and social history, including criminal information of a juvenile offender. The records include legal documents and other information which are confidential. The information is not to be discussed with or disclosed to unauthorized persons as defined by Probation.
- 5.14 <u>Performance Requirements Summary (PRS)</u> The statement that identifies the key performance indicators of the Contract which will be evaluated by the County to ensure Contract performance standards are met.
- 5.15 <u>Post Position</u> A position which must be covered at all times and requires a relief person during breaks and lunch times.
- 5.16 <u>Quality Assurance Plan</u> The plan developed by Probation specifically to monitor Contract compliance with the elements listed in the Performance Requirements Summary (PRS).
- 5.17 <u>Quality Control Plan</u> All necessary measures taken by the Contractor to ensure that the quality of service meets Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Statement of Work.

- 5.18 <u>Reception Areas</u> Work locations where youth, visitors and staff are processed in and out of the institution and where security is maintained by controlling access through gates and electronically operated doors to secured areas.
- 5.19 <u>Subcontractor</u> Any person, entity, or organization to which the Contractor has delegated any of its obligations hereunder in accordance with Paragraph 8.40 "Subcontracting" of the Contract.
- 5.20 <u>Workday</u> Normal workdays for Admission and Computer Room are Sunday through Saturday, 5:30 a.m. to 2:00 p.m., 6:00 a.m. to 2:30 p.m., 8:00 a.m. to 5:00 p.m., 2:00 p.m. to 10:30 p.m., 10:00 p.m. to 6:30 a.m., including holidays. Normal workdays include two (2) 15-minute rest breaks which will be compensated by the County, and a thirty (30) or sixty (60) minute lunch/dinner period which will not be compensated by the County. Normal workdays in the File Room, Personnel, Business Office and Work Order Clerk are Monday through Friday, 8:00 a.m. to 5:00 p.m. excluding County holidays.

6.0 **RESPONSIBILITIES**

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

<u>COUNTY</u>

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6, 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, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.1 Amendments.

6.2 Furnished Items

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

6.2.1 Equipment

- 6.2.1.1 The County will provide all office equipment necessary to perform the services described hereunder.
- 6.2.1.2 In the event the Contractor's employees damage County equipment or the facility by reason of abuse or carelessness as determined by the County, the Contractor will repair or replace as determined by the County, any and all damages to equipment and facility within fifteen (15) calendar days. In the event the Contractor does not repair or replace equipment or damage to facility, the County will do so and will charge the Contractor for all expenses by deducting such payment from the Contractor monthly invoice(s).

6.2.2 Facility

Workspace for contract personnel is provided within Central Juvenile Hall, 1605 Eastlake Avenue, Los Angeles, California 90033.

6.2.3 Parking

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

6.2.4 Forms

Forms applicable to this Statement of Work are listed below.

Central Juvenile Hall Forms

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

Payroll Section Forms

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

Personnel Section Forms

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

Work Order Forms

Health and Safety Logs PCMS Logs Physical Plant Inspection Service Request Form Special Projects Work Order Form

Above list of forms is subject to change.

CONTRACTOR

6.3 **Project Director**

- 6.3.1 The Contractor shall provide its own full-time officer or employee as the Project Director and clearly identify the person in the Contract. The Project Director/authorized agent shall be available for telephone contact twenty-four (24) hours a day. The Project Director shall also be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., excluding County holidays. The Project Director shall provide management and coordination of this Contract and shall act as the sole contact person with the County.
- 6.3.2 When Contract work is performed at times other than described above, or when the Project Director cannot be present, and with prior approval of the County's Program Manager, an equally responsible agent shall be designated to act as the Project Director.
- 6.3.3 The Project Director shall have at least three (3) years within the last five (5) years of demonstrated experience in providing clerical services.
- 6.3.4 The Project Director/authorized agent shall have actual and apparent authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Project Director/authorized agent shall read, write, speak and understand English.
- 6.3.5 The Project Director shall be available between 8:00 a.m. to 5:00 p.m., PT, Monday through Friday excluding County holidays, to meet with County personnel designated by the County to discuss problem areas.
- 6.3.6 The County shall have exclusive right to review and approve the Project Director. The County shall have the exclusive right to remove the Project Director/authorized agent and any replacement recommended by the Contractor.

6.4 Personnel

- 6.4.1 The Contractor shall provide competent staff to perform the terms of the Contract. The County shall have the exclusive right to review and approve all staff prior to assignment.
- 6.4.2 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed a confidentiality form that meets the standards of the County of Los Angeles Probation Department regarding access to confidential Criminal Offender Record Information (CORI). The Contractor shall retain the original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment. The CORI form is listed in Exhibit U (Confidentiality of CORI Information).
- 6.4.3 The County has the absolute right to approve or disapprove all of the Contractor's staff who perform work hereunder and any proposed changes to the Contractor's staff. The Contractor shall immediately remove and replace any employee from work on this Contract within twenty-four (24) hours after a request by the County's Contract Manager.
- 6.4.4 The County reserves the right to have the County's Program Manager or a designated alternate, interview all prospective employees or agents of the Contractor.
- 6.4.5 The Contractor shall be required to conduct a background check of all employees and agents as set forth in Paragraph 7.5 (Background and Security Investigations) of the Contract.
- 6.4.6 The Contractor shall provide the County's Program Manager and the County's Contract Manager or her designee with a current list of employees and keep this list updated throughout the Contract period on a monthly basis.
- 6.4.7 Personnel provided by the Contractor shall present a neat appearance and be properly attired. The County reserves the right to determine appropriate attire.
- 6.4.8 When personnel are needed for a job with public contact, the County's Program Manager may, at his or her sole discretion, direct the Contractor to replace any of the staff the County's Program Manager determines is inimical to the public or Probation clientele during the performance of their job, or which otherwise made it inappropriate for such persons to be in contact with the public or Probation clients.

- 6.4.9 The Contractor shall have available two (2) persons who have received approximately fourteen (14) working days of on-site training at the Contractor's expense and who will be available to replace an absent employee and/or a permanent vacancy within twenty-four (24) hour notice. The County shall compensate the Contractor only for hours worked by those alternate employees.
- 6.4.10 The Contractor shall not employ any person under the age of twenty-one (21) years for positions within the confines of Central Juvenile Hall.

6.5 Identification Badges

The Contractor shall ensure their employees are appropriately identified as set forth in Subparagraph 7.4 (Contractor's Staff Identification) of the Contract.

6.6 Intentionally Omitted

6.7 Training

6.7.1 The Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

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., P.T., Monday through Friday, by at least one employee who can respond to inquiries and complaints about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

6.9 Security

6.9.1 The Contractor's employees are subject to reasonable dress codes under the Contract; shall conduct themselves in a reasonable manner at all times; shall not cause any disturbances; may not bring visitors into the facility; may not bring in any form of weapons or contraband; may not bring in any alcohol or drugs or be under the influence of alcohol/drugs; are subject to search of their person and property at any time; and are otherwise subject to all applicable laws, rules and regulations of the facility. 6.9.2 The Contractor shall immediately report to the clerical supervisor any accidents and/or loss of equipment and supplies.

7.0 HOURS/DAYS OF WORK

The Contractor shall be required to provide clerical services seven (7) days a week with various shifts consisting of: 5:30 a.m. to 2:00 p.m., 6:00 a.m. to 2:30 p.m., 8:00 a.m. to 5:00 p.m., 2:00 p.m. to 10:30 p.m., and 10:00 p.m. to 6:30 a.m. Shifts are subject to change based on the needs of the County. The County shall provide reasonable notice to Contractor in the event of shift changes.

8.0 INTENTIONALLY OMITTED

9.0 UNSCHEDULED WORK

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

10.0 INTENTIONALLY OMITTED

11.0 INTENTIONALLY OMITTED

12.0 PERFORMANCE REQUIREMENTS SUMMARY

- 12.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be consistent with the Contract and the Statement of Work (SOW), and are not meant to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In the event of an apparent inconsistency between services as stated in the Contract, SOW and the PRS, the meaning apparent in the Contract and the PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that service will be null and void and place no obligation on the Contractor.
- 12.2 A standard level of performance will be required of the Contractor for the required services. Exhibit V (Performance Requirements Summary Chart) summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance to be used by the County, and liquidated damages to be imposed for substandard performance. The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit V (Performance Requirements Summary Chart), or other such procedures as may be necessary to ascertain Contractor compliance with this Contract. Failure of the Contractor to achieve this standard may result in an assessment of liquidated damages against the Contractor's monthly payment as determined by the County.

- 12.3 When the Contractor's performance fails to conform to the terms of this Contract, the County will have the option to apply the following remedies:
 - 12.3.1 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 substandard performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
 - 12.3.2 Reduce payment to the Contractor by a computed amount based on the assessment fee(s) in the PRS.
 - 12.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or substandard levels of performance.
 - 12.3.4 Failure of the Contractor to comply with the County's request(s) to improve performance or to perform work specified within ten (10) business days shall constitute a breach of Contract and authorize the County to have the service(s) performed by another. The entire cost of the replacement work due to the Contractor's breach, as solely determined by the County, shall be credited to the County on the Contractor's future invoice.

This subparagraph does not limit the County's exclusive right to terminate the Contract upon ten (10) business days' written notice, with or without cause, as provided for in Paragraph 8.42 (Termination for Convenience) of the Contract.

PRICING SHEET

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

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

I agree to provide the specified services at Barry J. Nidorf Juvenile Hall, County of Los Angeles – Probation Department in accordance with Appendix A, Statement of Work, set forth in this RFP.

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

	Regular Hourly Rate	Overtime Hourly Rate
Skilled Typist	\$ 25.18	\$ 37.77

Executive Vice President
Title
10/14/2021
Date

1000						COUNTY OF LOS ANGELES LIVING WAGE PROGRAM STAFFING PLAN	NGELES DGRAM AN									Europ a	D IOS	
COMPANY NAME	AppleOne Employment	ment Services	As coros		_											V		-
COMPANY AUUKESS	18538 Hawthome Blvd, Lorrance, CA 9U5U4	Blvd, Lorrance	CA 90504													G	CHIFORNIA	
DEPARTMENT NAME	Probation																	
			ROVERISI		HOURS	FUCL TIME/	HOURLY			Н	SHIDH			COUNTY	/ NON-CNT	2	-	TERMINATION
FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	[Back-ups]	WORK SCHEDULE	PER DAY	-	RATE	MOM	TUE N	WEDS TH		FRI SAT	I SUN	HRS	-	HRS	DATE	DATE
CJH	Kamaiya Bourne	Skilled Typist	0	Mon-F ri 2:00pm-10:30pm	8	F/T	\$17:14	00	8	80	0	0 8	•	6	0	4	9/28/2016	NIA
CUH	Tiana Daniek	Skilled Typist		Mon-F ti 8:00.am-5:00pm	8	Ε/T	\$17.14	,00.	.00	100	00	0		6	ø	6	2/9/2015	NIA
CJH	Suzette D om inguez	Skilled Typist	•	Fri-Tues 6:00.am-2:30pm	0	F/T	\$17.14	8	0	0		00 00	-	6	۰	6	11/6/2007	NIA
CUH	J acqueline Elam	Skilled Typist	•	Mon-Fri 2:00pm-10:30pm	0	ЕЛ	\$17.14	0	0	10		0		6	ø	6	1/26/2016	NIA
Hro	Aeisha Fikes	Skilled Typist	0	Mon-Fri 8:00.am-5:00pm	80	ErT	\$17.14	0.	00	œ		0	•	4	o	4	8/24/2015	NIA
CJH	Sylvia Gonzalez	Skilled Typist	0	F ri-Tues 6:00.am-2:30pm	00	EVT	\$17.14	80.	00	0		8	00	6	0	6	11/18/2015	NIA
Hro	Domenique Herrera	Skilled Typist	0	Mon-Fri 8:00.am-5:00pm	8	ErT	\$17.14	8	00	.00	80	0	•	6	9	4	6/1/2015	NIA
Hro	Seneeca Hurd	Skilled Typist	0	Mon-Fri B:00am-2:30pm	.00	ErT	\$17.14	ω.	00	00		0	0	\$	•	4	3/23/2015	NIA
HCD	La Toya Hurley	Skilled Typist	0	Wed-Sun 6:00am-2:30pm	8	EUT	\$17.14	0	0	00	00	00	90	4	0	4	9/21/2015	NIA
CuH	Tenesha Iroro	Skilled Typist	0	Mon-F ri 2:00pm-10:30pm	00	EAT	\$17.14	80	00	8	8	0	0	64	0	6	6V29/2016	NIA
Hro	W alda Leverett	Skilled Typist	0	Sat Wed 10:00pm-6.30am	80	EAT	\$17.14	8	80	80	0	8 0	90	6	Q	4	8/24/2015	NIA
CJH	Brenda Munguia	Skilled Typist	0	Mon-Fri 6.00am-2:30pm	.00	F/T	\$17.14	00	œ		œ	0 0	•	64	0	6	5/19/2014	NIA
CJH	Veronica Pleitez	Skilled Typist	0	Mon-Fri 8.00am-6.00pm	8	F/T	\$17.14	8	0		0	0		40	ø	6	9/11/2012	N/A
HCO	LaShonda Robinson	Skilled Typist	0	Mon-Fii 2:00pm-10:30pm	8	E/T	\$17.14	8	-00	.00	0	0	0	66	0	6	8/31/2016	NIA
HCO	Alena Roston	Skilled Typist	0	Mon-F ii 7:30.am-4:30pm	8	£11	\$17.14	8	0		0	0		64		4	10/2/2012	NIA
CJH	Andrea Terry	Skilled Typist	0	Mon-Fri 6.00am-2:30pm	8	F/T	\$17.14	8	8	8	8	0 8	0	6	ø	40	6/27/2008	NIA
HCD	Tamis ha Williams	Skilled Typist	0	Saf Wed 2:00pm-10:30pm	8	£/£	\$17.14	.0	0	.0		0 0	60	64	0	6	4/13/2015	NIA
CJH	TBD	Skilled Typist	0	Mon-Fri 8:00am-5:00pm	0	F/T	\$17.14	8	0	.0	0	0	0	64	0	4	Œ	NIA
CUI	TBD	Skilled Typist	0	Mon-Fri 0:00.4m-2.50pm	8	F/T	\$17.14	0	0	Đ,	0	0 0	0 0	8	0	8	QQL	HIN
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												-						

CONTRACTOR'S PROPOSED SCHEDULE

PROPOSER'S EEO CERTIFICATION

Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services

Company Name

327 W. Broadway, Glendale, CA 91204

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)	()	
	an 1 -			

Signature

10/14/2021

Date

Carlton G. Bryant, Executive Vice President

Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO.

COUNTY'S CONTRACT MANAGER:

Name:	<u>Latasha Howard</u>		
Title:	Director, Contracts a	<u>nd Grants Ma</u>	nagement Division
Address:	9150 East Imperial H Downey, California 9		
Telephone:	<u>562-940-2728</u>	Facsimile:	<u>562-658-2307</u>
E-Mail Add	ress: <u>Latasha.Howard</u>	@probation.la	acounty.gov

COUNTY'S PROGRAM MANAGER:

Name: <u>Felicia Oliver</u>

Title: <u>Services Director</u>

Address: <u>1605 Eastlake Ave.</u> Los Angeles, California 90033

Telephone: <u>323-226-8671</u>

E-Mail Address: Felicia.Oliver@probation.lacounty.gov

COUNTY'S CONTRACT MONITOR:

Name:	<u>Rene Francis</u>	

Title: <u>Fiscal Officer I</u>

Address: <u>7639 South Painter Avenue</u> Whittier, California 90602

Telephone: <u>562-907-3007</u>

E-Mail Address: <u>Rene.Francis@probation.lacounty.gov</u>

CONTRACTOR'S NAME: AppleOne Employment Services

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR: Teresa Gomez

Name:	Teresa Gomez	
Title:	Project Manager	
Address:	18538 Hawthorne Blvd	
	Torrance, CA 90504	
Telephone:	(310) 370-0708	
Facsimile:	(310) 370-7080	
E-Mail Addres	ss: tgomez@appleone.com	

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:	Richard Wilke		
Title:	Regional Vice President		
Address:	2538 Hawthorne Blvd.		
	Torrance, CA 90504		
Telephone:	(310) 370-0708		
Facsimile:	(310) 370-7080		
E-Mail Addre	ess: <u>rwilke@appleone.com</u>		

Name:	Rick	<u>KH. Hagmann</u>	
Title:	Vice	President- Operations & Client Services	
Address:	163	71 Beach Blvd Suite 240	
	Hun	tington Beach, CA 92647	
Telephone:	(866)	493-8343	
Facsimile:	n/a		
E-Mail Addre	ess:	govservices@appleone.com	

Notices to Contractor shall be sent to the following:

Name:	AppleOne Employment Services
Title:	Government Solutions
Address:	16371 Beach Blvd Suite 240
	Huntington Beach, CA 92647
Telephone:	(866) 493-8343
Facsimile:	n/a
E-Mail Addre	ess: govservices@appleone.com

COVID-19 Vaccination Certification of Compliance

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, _____, on behalf of ______, (the "Contractor"), certify that on County Contract ______ [ENTER CONTRACT NUMBER AND NAME]:

- _____ All Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance.
- Most Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors.

I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME AppleOne Employment Services Contract No.

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 concerning health, criminal, and welfare recipient records. 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:

Winn

DATE: 2,7,22

PRINTED NAME: Richard Wilke

POSITION:

Regional Vice President

Contract - Exhibit G1 - Clerical Services (CJH)

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name AppleOne Employment Services

Contract No.

Employee Name Richard Wilke

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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		11	

DATE: 217122

SIGNATURE:

PRINTED NAME: Richard Wilke

POSITION:

Regional Vice President

Contract - Exhibit G2 - Clerical Services (CJH)

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name	 Contract No
Non-Employee Name	

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE:	 DATE://
PRINTED NAME:	
POSITION:	

Contract – Exhibit G3 – Clerical Services (CJH)

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW







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.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

A baby's story

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?

www.babysafela.org

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

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

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.



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



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.

Historia de un bebé

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

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.

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

Page 1 of 5

Chapter 2.201 - LIVING WAGE PROGRAM

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

Sections:

2.201.010 - Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 - Definitions.

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

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or

Page 2 of 5

- b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and
- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 - Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. ^[16] It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8— Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
 - 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
 - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los

Page 3 of 5

Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.

- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of
- **16**) ---- **Editor's note**—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 - Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to

Page 4 of 5

the Board of Supervisors on contractor compliance with the provisions of this Chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

2.201.060 - Employer retaliation prohibited.

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

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

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

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

- 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
- 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
- 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

Page 5 of 5

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 - Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 - Severability.

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

(Ord. 99-0048 § 1 (part), 1999.)

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	CPI

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, of each year thereafter.



COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

١, _	I, Richard Wilke Re	Regional Vice President	
	(Name of Owner or Company Representative)	(Title)	
Do	Do hereby state:		
1.	1. That I pay or supervise the payment of the persons employed by	AppleOne Employment Services	
	bornoc, building of work one	the payroll period commencing on the	
	Calendar Day of Month day of Month and Year, and e	nding the day of	
	all persons employed on said work site	have been paid the full weekly wages	
	earned, that no rebates have been or will be made, eithe	r directly or indirectly, to or on behalf of	
	AppleOne Employment Services from	n the full weekly wages earned by any	
	person, and that no deductions have been made either directly or indirectly, from the full wa		
earned by any person, other than permissible deductions as defined in Regulations, Part 3 (s defined in Regulations, Part 3 (29 CFR	
	Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,		
	Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described bel	ow:	

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

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

Richard Wilke- Regional Vice President THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

INTENTIONALLY OMITTED

Page 1 of 17

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. <u>DEFINITIONS</u>

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health

Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement,

with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. <u>PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH</u> <u>INFORMATION</u>

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for deidentification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further

Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. <u>REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND</u> <u>BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION</u>

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to (562) 940-3335 that minimally includes:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account;

Page 7 of 17

- (d) number, diagnosis, disability code or other types of information were involved);
- (e) The name and contact information for a person highly knowledge of the facts and circumstances of the nonpermitted Use or Disclosure of PHI, Security Incident, or Breach
- 5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the nonpermitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012. PRIVACY@ceo.lacounty.gov, that includes, to the extent possible:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
 - Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
 - (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from

Page 8 of 17

- (g) the non-permitted Use or Disclosure, Security Incident, or Breach;
- (h) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (i) The name and contact information for a person highly knowledge of the facts and circumstances of the nonpermitted Use or Disclosure of PHI, Security Incident, or Breach.
- 5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
 - 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
 - 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
 - 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
 - (a) The date of the Disclosure;

- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide

Covered Entity with copies of any documents produced in response to such request.

12. <u>MITIGATION OF HARMFUL EFFECTS</u>

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
 - 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
 - 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:
 - (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
 - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, 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, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. <u>TERM</u>

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. <u>DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR</u> <u>EXPIRATION</u>

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
 - 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
 - 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. <u>MISCELLANEOUS PROVISIONS</u>

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this

Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

ATTACHMENT B



COUNTY OF LOS ANGELES PROBATION DEPARTMENT - INTERNAL AFFAIRS BUREAU 9150 East Imperial Highway Downey, CA 90242 BACKGROUND REQUEST FORM Email Form to: Vivian.Gonzalez@probation.lacounty.gov



Requesting Agency:	
Agency Address:	
City and Zip Code:	
Agency Contact Person:	
Telephone No:	
Fax No:	
Email Address:	
Lead Agency (if Different):	

LIVE SCAN SCHEDULE: Monday & Friday: 8:30 AM - 4:00 PM

Please Note: We do not live scan on Tuesday, Wednesday, nor Thursday.

Please have applicant arrive 15 min. prior to scheduled appointment.

	Completed by Cent	ral Processing Unit				
Applicant's Name	Applicant's Position	Work Location	Available Dates & Times		Appointment Date	Appointment Time

Instructions to Applicants:

Prior to the background interview, please complete the application in black or blue ink.
 Please bring a valid photo identification (Example: California Driver's License or Identification Card)

CONTRACT DISCREPANCY REPORT

TO:				
FROM:				
DATES:	Prepared:			
	Returned by Contracto	r:		
	Action Completed:			
DISCREPAN	NCY PROBLEMS:			
Signature of	County Representative		Date	
CONTRACT	OR RESPONSE (Cause an	d Corrective Action):		
Signature of	Contractor Representative		Date	
	VALUATION OF CONTRAC			
Signature of	County Representative		Date	
	CTIONS:			
CONTRACT	OR NOTIFIED OF ACTION	:		
County Repr	resentative's Signature and I	Date		
Contractor R	Representative's Signature a	nd Date		

EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

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

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

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

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

ACKNOWLEDGED AND RECEIVED:

SIGNATURE:

DATE: 2-7-22

NAME: Richard Wilke

Print

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

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

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

Company Name: Howroyd-Wright E	mployment Agency,	Inc. dba AppleOne Employment Service
Company Address: 327 W. Broadway	,	and the second second second second
City: Glendale	State: CA	Zip Code: 91204
Telephone Number: (866) 493-8343	Email address:	govsolutions@appleone.com
Solicitation/Contract For	Services: Clerical Ser	rvices at Barry J. Nidorf Juvenile Hall

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

Print Name: Carlton G. Bryant	Title: Executive Vice President
Signature: Chrw	Date: 10/14/2021

CONFIDENTIALITY OF CORI INFORMATION

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

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

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

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

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

1 Unll

(Signature)

Richard Wilke

Name (Print)

Regional Vice President

Title

2-7-22

Date

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

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARD	MAXIMUM ALLOWABLE DEVIATION (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FROM CONTRACT PRICE FOR EXCEEDING AQL	
Overall compliance with Statement of Work (SOW), Scope of Work. (Appendix A, 1.0)	100% Adherence to County requirements	5%	-User complaints -Random Inspections -Information from Contractor Reports	Up to \$100 per occurrence	
Overall compliance with Statement of Work (SOW), Specific Tasks. (Appendix A, 2.0)	nt of Work (SOW), Adherence to 5% Tasks. (Appendix requirements		-User complaints -Random Inspections -Random Samplings -Information from Contractor Reports	Up to \$100 per occurrence	
Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the contract are met. (Appendix A, 3.0)	100% Adherence to County requirements	0%	-User complaints -Random Inspections -Random and/or Judgmental Samplings	Up to \$100 per occurrence	
Personnel assigned to provide service under this contract shall be fingerprinted prior to providing services. (Appendix C, 7.5.1)	100% Adherence to County requirements	0%	-User complaints -Random Inspections	Up to \$100 per employee per occurrence	
No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously. (Appendix C, 7.5.2)	100% Adherence to County requirements	0%	-User complaints -Random Inspections	Up to \$100 per employee per occurrence	
The Contractor shall reimburse County for record check. (Appendix C, 7.5.6)	100% Adherence to County requirements	0%	-User complaints -Random Inspections	Up to \$100 per employee per occurrence	
The Contractor in compliance with Standard Terms and Conditions. (Appendix C, 8)	100%		-User complaints -Random Inspections -Random and/or Judgmental Samplings	Up to \$50 per occurrence	

JOB DESCRIPTION

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

Example of Duties:

Keeps records of minors admitted, released, and transferred to and from Central Juvenile Hall.

Prepares Kardex files.

Answers telephone inquiries and provides directions to the public.

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

Processes visits according to established procedures.

Processes court documents.

Update, correct, and distribute population sheets.

Operate security gates and doors.

Compile and type reports.

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

Minimum Requirements

See typical Duty Statement, Technical Exhibit 2

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

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

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

Job Function: Admissions Receptionist

- Processes new admissions and incoming transfers
- Generate and track incoming minors for Monthly Clothing report
- Enter minors name and personal history in computer
- Process Ricardo M (RICM)-Admissions Report
- Record admissions on Admit Sheet Log. Process Running Pop, Master Pop and Admit List
- Set up Admission Log Book for daily posting
- Close Admission Log Book at the end of each shift
- Generate Relationship Report
- Distribute various reports to specified offices
- File entrance records into Kardex files
- File Kardex printout into Kardex files
- Twice weekly, check to assure Kardex files have a detaining order for each minor
- Make daily checks to assure Kardex file is available for each detained minor
- Access computer and Kardex files for information
- Answer telephones on inquiries
- Process Detaining Orders and all Court documents

- Put court dates, disposition, area office, any/all updated information into computer
- Process letters to parents
- Miscellaneous assigned tasks

Job Function: Release Receptionist

- Process outgoing minors for releases and transfers
- Pull release document
- Check and record ID of parent or person minor will be released to
- Log all parents and guardians for Release Check-In log to track length of wait time
- Call Unit, Property Room
- Record release in Release Book
- Process transfers and log into Release Book
- Close Release Book at the end of the shift
- Generate and track outgoing minors for Monthly Clothing report
- Process Ricardo M (RICM) Release Report
- Give directions to the public
- Answer telephone or public inquiries accessing computer and/or Kardex printout for information
- Back up Admission Clerk
- Filing
- Twice weekly, check to assure Kardex file has a Detaining Order for each minor
- Miscellaneous tasks, as needed

Job Function: Recordkeeping (Computer Room)

- Process custody sheets
- Match custody sheets with detaining orders to check for errors
- Distribute copies of custody sheets
- Put court dispositions into computer
- Process court documents (detaining orders)
- Process Departmental mail daily
- Put court dates into computer
- File detaining orders
- Distribute population sheets
- Balance population sheets
- Make population sheet corrections
- Distribute population reports, Detaining Orders and Custody Sheets and Appointment Logs
- Update computer location of minor

Job Function: File Room

- Pick-up file room work from other sections and distribute to appropriate desk
- Pull behavior chart of minors currently active to send to units
- Pull file folders from active files
- Pull folders from files of minors over 18 to prepare for storage
- File papers and behavior charts in file folder
- Make record searches in response to telephone or special inquiries

- Process contents of Behavior Chart for sealing
- Prepare contents of Behavior Charts for storage and destruction
- Conduct weekly audits and process file transfers

Job Function: Personnel Office

- Assist with some payroll functions
- Type face sheet
- Process employee facility files (incoming and outgoing)
- Process and manage staff files for retired, resigned and released staff for storage
- Make copies of Master cards for the current year and previous year for staff Performance Evaluations
- Pull personnel files
- Distribute file(s) and master card(s) to their Director
- Receive completed evaluation check, sign, and distribute Pay Stubs
- Check to make sure there is a check stub for each staff member
- Distribute to staff, who sign for stubs
- Filing
 - ✓ File all paperwork in staff personnel files
- Industrial Injury
 - ✓ Ensure proper completion of forms
 - ✓ Make copies (supervisor and medical files)
 - ✓ Send forms to Return to Work Unit at Probation Headquarters
 - ✓ Log incident on Industrial Tracking Log

• Mail

- ✓ Distribute all mail received from Headquarters
- ✓ Maintain Bulletin Board with current and pending information
- ✓ Type forms
- ✓ Distribute to Probation Headquarters.
- ✓ Get signature from Superintendent

Job Function: Work Order Clerk

- Enter the Work Order on the tracking log and contact Internal Services Department (ISD) by phone or computer
- Work Order clerk tracks and processes pre-approved instrument accessory and line requests
- On a daily basis, the Work Order Clerk shall review the log to determine which Work Order requests have not been accomplished.
- Fulfilled Work Orders shall be verified by the Work Order Clerk by entering the living unit and ensuring repairs have been completed. If the requested work is not completed, the Work Order clerk shall escalate the matter to their immediate Supervisor promptly
- The Work Order Clerk shall process all "Emergency" repair requests immediately. The status of these emergency requests for service will be monitored intently until completion
- Work Order clerk may, on occasion, interact with vendors providing service for work orders
- Provides monthly report to Supervisor

Job Function: Camera Room Clerk

- Issue and assign facility keys
- Issue and process facility I.D. badges and corresponding paperwork
- Replace non-functioning assigned keys

Print and distribute Daily Key Audit paperwork

- Generate and distribute Monthly Camera Room reports for key inventory and supplies inventory
- Update Monthly staff schedules for accurate key information
- Notify Help Desk/vendors regarding Camera Room equipment issues
- Print, maintain and update Key Responsibility Card
- Generate and update alpha and numerical Master Key lists
- Maintain and update Parking Decal database information and application form

Job Function: Business Office Clerk

- Maintain Special Diet Log
- Sells Daily Meal Tickets to staff
- Generate and update Reconciliation reports from Business Office sales and Morrison's point of service information
- Notify Procurement office at Headquarters of any order discrepancies
- Provide merchandise quotes for procurement requests
- Order facility supplies via Procurement
- Complete requisition paperwork for purchase authorization
- Track Special Diet and Add-on meals of minors
- Compile and distribute Monthly Meal reports
- Monitor and notify Xerox for copy machine service requests, maintenance and supplies
- Update Fiscal log
- Submit documents of all monetary transactions from the Business Office meal ticket sales daily

•

- Process and track Facility Service Requests
- Coordinate and meet with vendors for required service calls

COUNTY OF LOS ANGELES

PROBATION DEPARTMENT PROP A REVIEW - CLERICAL SERVICES AT CENTRAL JUVENILE HALL COMPARISON OF COUNTY'S ESTIMATED AVOIDABLE COSTS TO CONTRACTOR'S COSTS FOR THE PERIOD FROM JANUARY 1, 2022 TO DECEMBER 31, 2022

COUNTY COSTS

Direct Costs

Salaries -	¹ FY 2022			
<u>Classification</u>	Maximum <u>Salary</u>	No. of <u>Positions</u>	No. of <u>Months</u>	<u>Total</u>
Intermediate Typist Clerk (6:00am-2:30pm) Intermediate Typist Clerk (7:30am-4:30pm)	4,096.18 4,096.18	8.0 1.0	96 12	393,233.28 49,154.16
Intermediate Typist Clerk (8:00am-5:00pm)	4,096.18	6.0	72	294,924.96
Intermediate Typist Clerk (2:00pm-10:30pm)	4,096.18	6.0	72	294,924.96
Intermediate Typist Clerk (10:00pm-6:30am)	4,096.18	1.0	12	49,154.16
² Intermediate Typist Clerk	4,096.18	1.0	12	49,154.16
³ Payroll Clerk II	5,294.00	1.0	1	5,294.00
³ Senior Deptl Personnel Tech	8,270.35	1.0	1	8,270.35
	Subtotal	25.0		1,144,110.03
	Add: Evening Sh	nift Differential Bonu	ıs (Premium)	⁴ 10,452.00
	Add: Night Shift Less: MAPP	Differential Bonus (Premium)	⁴ 1,742.00
	Less: 5th Step S	Salary Savings		⁵ (79,035.12)
	Total Direct Sala	aries		1,077,268.91
Employee Benefits				⁶ 642,752.49
	Total Salaries &	Employee Benefits		1,720,021.40
Services & Supplies	IT Cost for 7.0 A	dditional Staff	\$ 25,000	⁷ 26,000.00
	Office Space for	2.0 Admin Staff	417	8
	•	Office Space/Site	1,000	8
Indirect Costs (Overhead and Supervision)				9
	Total Estimated	d Avoidable Costs		1,746,021.40
CONTRACTING COSTS				
Direct Costs				
Contract costs				995,238.24
	Total Contract C	costs (Direct plus In	direct)	995,238.24
Estimated Savings from Contracting (Avoidable	Costs less Contrac	t Costs)		750,783.16
Percent of Savings				43.00%

 W:\ASB-CONTRACTS\0000ASB CONTRACTS NEW\Clerical Services\2 Central\2021\5 Cost Analysis\a Request for Cost

 Page 1
 Analysis-Cost Avoidance\FY2021-22 Clerical Svs Cont-Prop A-CJH -11-8-21 12:08 PM

CONTRACTING WITH COMMUNITY BUSINESS ENTERPRISES

I. The process used for identifying minority vendors:

The Probation Department used its current bidder's mailing list. The solicitation information was placed on the Los Angeles CountyOffice of Small Business Contracting Opportunities website. Advertisements of bid solicitation were placed in the Los Angeles Times, the Lynwood Journal, and. Nuestra Comunidad.

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

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

- III. On final analysis and consideration of award, AppleOne Employment Services was selected without regard to sex, religion, race, color, or creed.
- IV. The Organization Information Form for AppleOne Employment Services is attached as Attachment 111-B

	Agency Name	Agency Address	City	State	Zip Code	Agency Contact	Contact Number	Fax Number	Contact E-Mail
1	A.P.R. CONSULTING, INC.	22632 GOLDEN SPRINGS DRIVE, STE. 330	DIAMOND BAR	СА	91765	-			
2	A.P.R. CONSULTING, INC.	3200 El Camino Real, Suite 130	irvine	CA	92602	×			
3	Accountants Inc.	111 Anza Boulevard, Suite 400	Burlingame	СА	94010	i.	(562) 468-0111		
4	Act 1 Personnel Services	18520 Hawthorne Blvd.	Torrance	СА	90504	Candice Moore	310.371.2151		www.act-1.com
5	Act 1 Personnel Services	18522 Hawthorne Blvd.	Torrance	СА	90504				
6	ADECCO	801 N. Brand Blvd., Suite 185	Glendale	СА	91203				
7	Alternatives & Solutions, Inc.	4497 Emerald Street	Torrance	СА	90503				
8	Apple One - Human Resources Consultant	888 South Figueroa Street, Suite 170	Los Angeles	СА	90017				
9	Career Advantage Personnel Service	1215 East Airport Drive, Ste. 125	Ontario	СА	91761				
10	Career Strategies	21031 Ventura Blvd., Suite 1005	Woodiand	СА	91364	Dionne Thanstrom	818.883.0440		
11	Cawley Personnel Services	180 S, Lake Avenue	Pasadena	СА	91101				
12	CGF Business Solutions, Inc.	3631 Agnes Ave.	Lynwood	СА	90262	Ann Starkey			
13	Change Lanes	43424 Copeland Circle, Suite A	Lancaster	СА	93535	Cynthia Spears			
14	Charlotte Asberry	3530 W. 27th Street	Los Angeles	СА	90018				

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ATTACHMENT III-A

				_				
15	Chrysalis Labor Connection	516 S. Main Street	Los Angeles	СА	90013			
16	Compton Chamber of Commerce	205 South Willowbrook	Compton	СА	90220			
17	DNICA	5606 Geer Avenue	Los Angeles	СА	90016			
18	E. Reider Enterprises	4660 W. Point Loma Blvd.	San Diego	CA	92107		175	
19	Eagle Trancscribing Services	19252 Worchester Lane	Huntington Beach	СА	92627			
20	Emerald Agency	6080 Center Drive, 6th Floor	Los Angeles	СА	90045			
21	Extra Job Employment Agency	13458 Verdura Avenue	Downey	CA	90242			
22	Helpmates-Staffing Services	700 S. Flower St., Suite 410	Los Angeles	CA	90017	Julia Bolden, Branch Manager		
23	IDI Personnel Services	3550 Santa Anita Ave., Ste. A	El Monte	CA	91731			
24	Jacqueline B. & Associates, Inc.	1010 Cumberland Road	Glendale	СА	91202			
25	Jaro's Professional Word Processing Service	3436 West 43rd Street	Los Angeles	CA	90008			
26	Jasco Word Processing Services	1904 East San Luis Street	Compton	СА	90220			
27	Jean Houston, Fifth Supervisoral District	869 K. Hahn Hall of Administration	Los Angeles	СА	90012			
28	Jorema, Inc.	2419 11th Avenue	Los Angeles	СА	90018			
29	KIMCO	12070 Telegraph Road, Suite 300	Santa Fe Springs	СА	90670			

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ATTACHMENT III-A

30	Ladera Career Paths	6820 La Tijera Blvd., Ste. 217	Los Angeles	СА	90670			
31	Latino Chamber of Commerce	P.O. Box 173	Compton	СА	90223			
32	Lisa Eredia Secretarila Service	14256 Amar Road	La Puente	СА	91746	0		
33	Michael Davis, Second Supervisorial District County of Los Angeles	7807 South Compton Ave.	Los Angeles	СА	90002			
34	Micro Tech	2103 Dean Mead Street	Lakewood	СА	90712			
35	National Personnel Services	2225 Via Fernandez	Palos Verdes Estates	СА	90274			
36	National Secretarial Sevice	5214 Yolanda	Tarzana	CA	91356			
37	Newpoint Management, LLC	144 Greenbriar Lane	La Puente	CA	91744			
38	Overflow Business Services	197 Racquet Club Drive	Compton	СА	90220			
39	Personalized Business Services	3982 Degnan Blvd.	Los Angeles	CA	90008			
40	Personnel Plus	12052 East Imperial Hwy.	Norwalk	CA	90650			
41	Precision Plus Word Processing	131 West Mariposa Street	Altadena	CA	91101			
42	Professional Services Group	1170 S. Windsor Blvd.	Los Angeles	СА	90019			
43	Progressive Business Services	8613 South Cimarron Street	Los Angeles	CA	90047			
44	RCA & Associates	5608 Valley Glen Way	Los Angeles	CA	90043			

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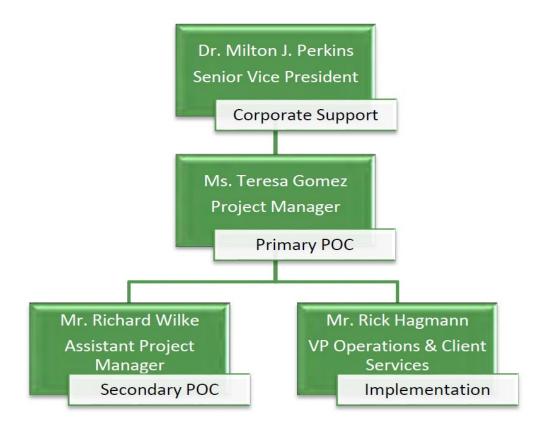
ATTACHMENT III-A

								2 C 34	
45	Reliable Admin. Resources	6245 Mulan Street	Corona	СА	92880	Patrice Davezan			
46	Right Choice Business Services	5813 Jadette Street	Alto Loma	СА	91737				
47	Riley Office & Management Control	115 W. California Ave., #147	Pasadena	СА	91105				
48	Roberts & Associates	1227 S. Arlington Avenue	Los Angeles	СА	90010				
49	Rose & Kindel Marketing	665 3rd St., Suite 100	San Francisco	СА	94107		ið.		
50	Sage Personnel Resources	27201 Tourney Road, Suite 202	Valencia	СА	91355				
51	Select Temporary Services	6180 Laurel Canyon, Ste. 165	North Hollywood	СА	91606				
52	SEO Transcribing Service	23123 Frisca Drive	Valencia	СА	91355				
53	Simpson & Simpson	3600 Wilshire Blvd., Ste.1710	Los Angeles	СА	90010				11 I
54	Son Roms Business Services	249 E. 158th Street	Gardena	СА	90248	F1			
55	T & R Secretarial Pool	823 East 95th Street	Los Angeles	CA	90002				
56	Taylor Dane Personnel Services	336 North Poinsetta Place	Los Angeles	CA	90036		I.		
	Tenacious Staffing	3350 E. 7th Street, #146	Long Beach	СА	90804	Naomi Hill	562-270-4008	562-490-8373	nhill@tenaciousstaffi ng.com
57	The Wentworth Company, Inc.	479 West 6th Street	San Pedro	СА	90731				
58	Ultimate Staffing Services	55 South Lake Ave., Suite 100	Pasadena	СА	91101	Mackenzie Edwards	626-449-9898	626-449-4510	medwards@ultimates taffing.com

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59	VOLT	100 Corporate Pointe, Suite 330	Culver City	CA	90230	Laura Mayo	310-337-7965	310-337-1460	Lmayo@volt.com
60	Washington Associates	1207 W. 83rd Street	Los Angeles	CA	90044				
61	Word Processing Unlimited	20924 Vanowen St., Suite 200	Canoga Park	CA	91303	Marla Win			

ORGANIZATIONAL CHART



ATTACHMENT IV



Update (/LACoBids/Admin/UpdateBid/NDA1NzY4ODE5MjE3)



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BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter □ Board Memo □ Other 3/23/2022 **CLUSTER AGENDA REVIEW DATE** BOARD MEETING DATE 4/5/2022 SUPERVISORIAL DISTRICT AFFECTED 🛛 All \Box 1st \Box 2nd \Box 3rd \Box 4th \Box 5th DEPARTMENT(S) Sheriff's Department SUBJECT Board approval of Model Master Agreement for DNA Laboratory Services PROGRAM As-needed DNA Laboratory Services for Department's Scientific Services Bureau AUTHORIZES DELEGATED ⊠ Yes □ No AUTHORITY TO DEPT SOLE SOURCE CONTRACT □ Yes ⊠ No If Yes, please explain why: DEADLINES/ None TIME CONSTRAINTS **COST & FUNDING** Funding source: Total cost: \$200.000 General Fund estimated annual TERMS (if applicable): Three years, plus four additional one-year option periods Explanation: The Department has identified sufficient funding within its operating budget. PURPOSE OF REQUEST Allow the Department to obtain as-needed DNA Laboratory services that the Department may not be equipped to perform or is court ordered to outsource. BACKGROUND No issues or concerns (include internal/external issues that may exist including any related motions) EQUITY INDEX OR LENS ☐ Yes 🛛 No WAS UTILIZED If Yes, please explain how: SUPPORTS ONE OF THE □ Yes □ No NINE BOARD PRIORITIES If Yes, please state which one(s) and explain how: DEPARTMENTAL Name, Title, Phone # & Email: CONTACTS Angelo Faiella, (213) 229-3259, <u>afaiell@lasd.org</u> Micah I. Anozie, (323) 260-8511, MIAnozie@lasd.org

April 5, 2022

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

Dear Supervisors:

APPROVAL OF A MODEL MASTER AGREEMENT FOR DNA LABORATORY SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of a Model Master Agreement (Model Agreement) for DNA Laboratory Services (Services) that will be used to award Master Agreements to qualified independent contractors to provide Services on an as-needed basis.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Approve the attached Model Agreement for Services for a term of three years, with an option to extend for four additional one-year periods for a total term not to exceed seven years from the date of the Board's approval.
- 2. Delegate authority to the Sheriff, or his designee, to execute Master Agreements substantially similar to the attached Model Agreement.
- 3. Delegate authority to the Sheriff, or his designee, to execute Amendments and Change Orders to the Master Agreement(s) as set forth throughout the Model Agreement to: (1) effectuate assignment of the Master Agreement(s) to a new contracting entity upon determining that such assignment is in the best interest of the County, and execute applicable documents when the original contracting entity

The Honorable Board of Supervisors April 5, 2022 Page 2

has merged, been purchased, or otherwise changed; (2) modify the Master Agreement(s) to include new or revised standard County contract provisions adopted by the Board as required from time to time, including all applicable documents; (3) execute the extension options if it is in the best interest of the County; and (4) terminate the Master Agreement(s), either in whole or in part, by the provision of a ten-day written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Department to obtain as-needed Services to assist the Department's Scientific Services Bureau's (SSB) DNA laboratory operation in screening evidence for biological fluids, contact DNA, and/or providing DNA analysis.

Although SSB is equipped to screen and test for DNA, SSB is not equipped to perform certain specialty tests nor to respond to time-sensitive court orders. Court orders may require that laboratory work be outsourced to a specific contract laboratory designated by the court with consent from both counsels. Also, evidence may be sent to a mutually agreed upon contract laboratory when defense counsel requests the laboratory work be witnessed by a third-party expert of their choosing.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan, Goal III.3.2, Manage and Maximize County Assets, by enabling the Department to obtain as-needed Services that support and enhance SSB's DNA laboratory operation.

FISCAL IMPACT/FINANCING

The Department has identified funding in the amount of \$200,000 in the Fiscal Year 2021-22 operating budget. The Department will continue to allocate funds required to continue these Services throughout the duration of the Master Agreement(s).

The total amount paid under the Master Agreement(s) will depend upon the Services needed by the Department. In no event shall the maximum annual contract sum for all Master Agreement(s) combined exceed the sum allocated in the current fiscal year's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Model Agreement was determined to be a Non-Proposition A Agreement due to the Services being highly specialized in nature and used on an as-needed basis. The

The Honorable Board of Supervisors April 5, 2022 Page 3

Living Wage Program (County Code Chapter 2.2001) does not apply to the recommended Model Agreement.

The Model Agreement includes all County-required provisions including Jury Service, Safely Surrendered Baby Law, Defaulted Property Tax Reduction Program, Zero Tolerance Policy on Human Trafficking, Fair Chance Employment, Policy of Equity, Prohibition from Participation in Future Solicitations, and COVID-19 Vaccinations of County Contractor Personnel.

The Model Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

On November 9, 2021, the Department released a Request for Statement of Qualifications (RFSQ) to solicit Statements of Qualifications (SOQs) from vendors to provide Services. The RFSQ was posted on the County and Department websites. The Department received two SOQs by the initial SOQ due date of January 5, 2022.

The RFSQ will remain open until the needs of the Department are met. The Sheriff intends to execute Master Agreement(s) with all qualified contractors, upon the Board's approval. The Department intends to issue work orders to qualified contractors on a rotational basis. However, the work may also be issued based upon the needs of the Department.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable the Department to maintain a pool of qualified contractors to provide as-needed Services.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contracts Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI UNDERSHERIFF The Honorable Board of Supervisors April 5, 2022 Page 4

AV:TKM:JK:jk (Fiscal Administration Bureau/Contracts Unit)

Enclosures

c: Board of Supervisors, Justice Deputies Celia Zavala, Executive Officer, Board of Supervisors Fesia Davenport. Chief Executive Officer Sheila Williams, Senior Manager, Chief Executive Office (CEO) Rene Phillips, Manager, CEO Jocelyn Ventilacion, Principal Analyst, CEO Anna Petrosyan, Analyst, CEO Rodrigo A. Castro-Silva, County Counsel Elizabeth D. Miller. Chief Legal Advisor. Legal Advisory Unit Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit Timothy K. Murakami, Undersheriff John L. Satterfield, Chief of Staff Conrad Meredith, Division Director, Administrative Services Division (ASD) Brian Yanagi, Acting Chief, Technical Services Division (TSD) Judy A. Anderson. Acting Commander. TSD Glen C. Joe, Assistant Division Director, ASD Rick Cavataio, Director, Fiscal Administration Bureau (FAB) Richard A. Shear, Captain, SSB Wesley P. Grose, Crime Laboratory Director, Scientific Services Bureau (SSB) Micah I. Anozie, Crime Laboratory Assistant Director, SSB Dave Culver, Assistant Director, FAB Vanessa C. Chow, Sergeant, ASD Angelo Faiella, Contracts Manager, Contracts Unit (CU) George Y. Hou, Supervising Criminalist, SSB Kristine D. Corrales, Deputy ASD Tony Liu, Senior Contracts Analyst, CU Joanna Kim, Contracts Analyst, CU (Contracts - DNA Lab Services 04-05-22)

MODEL MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

DNA LABORATORY SERVICES

PARA RECIT		PH TITLE F	PAGE
1.0	APP	LICABLE DOCUMENTS	1
2.0	DEF	INITIONS	2
3.0	WOF	RK	4
4.0	TER	M OF MASTER AGREEMENT	5
5.0	CON	ITRACT SUM	6
6.0		INISTRATION OF MASTER AGREEMENT- COUNTY	8
	6.1	County Project Director	8
	6.2	County Project Manager	9
7.0		IINISTRATION OF MASTER AGREEMENT - CONTRACTOR	9
	7.1	Contractor's Project Manager	
	7.2	Contractor's Authorized Official(s)	
	7.3	Approval of Contractor's Staff	
	7.4	Intentionally Omitted	
	7.5	Background and Security Investigations	10
	7.6	Confidentiality	11
8.0	STA	NDARD TERMS AND CONDITIONS	
	8.1	Change Orders and Amendments	12
	8.2	Assignment and Delegation/Mergers or Acquisitions	12
	8.3	Authorization Warranty	13
	8.4	Complaints	13
	8.5	Compliance with Applicable Laws	14
	8.6	Compliance with Civil Rights Laws	15
	8.7	Compliance with County's Jury Service Program	15
	8.8	Conflict of Interest	16
	8.9	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List	17
	8.10	Consideration of Hiring GAIN-GROW Participants	17
	8.11	Contractor Responsibility and Debarment	18
	8.12	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	20

PARAGRAF	PH TITLE Contractor's Warranty of Adherence to County's Child Support Compli	PAGE
0.15	Program	
8.14	County's Quality Assurance Plan	21
8.15	Damage to County Facilities, Buildings or Grounds	21
8.16	Employment Eligibility Verification	22
8.17	Counterparts and Electronic Signatures and Representations	22
8.18	Fair Labor Standards	23
8.19	Force Majeure	23
	Governing Law, Jurisdiction, and Venue	
8.21	Independent Contractor Status	24
8.22	Indemnification	24
8.23	General Provisions for all Insurance Coverage	25
8.24	Insurance Coverage	29
	Liquidated Damages	
8.26	Most Favored Public Entity	31
8.27	Nondiscrimination and Affirmative Action	31
8.28	Non Exclusivity	32
	Notice of Delays	
8.30	Notice of Disputes	33
8.31	Notice to Employees Regarding the Federal Earned Income Credit	33
8.32	Notice to Employees Regarding the Safely Surrendered Baby Law	33
8.33	Notices	33
8.34	Prohibition Against Inducement or Persuasion	34
8.35	Public Records Act	34
8.36	Publicity	34
8.37	Record Retention and Inspection-Audit Settlement	35
8.38	Recycled Bond Paper	36
8.39	Subcontracting	36
8.40	Termination for Breach of Warranty to Maintain Compliance with Coun Child Support Compliance Program	
8.41	Termination for Convenience	38
8.42	Termination for Default	38

PARAC		PH TITLE F Termination for Improper Consideration	PAGE 40
	8.44	Termination for Insolvency	40
	8.45	Termination for Non-Adherence of County Lobbyist Ordinance	41
	8.46	Termination for Non-Appropriation of Funds	41
	8.47	Validity	41
	8.48	Waiver	42
	8.49	Warranty Against Contingent Fees	42
	8.50	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	
		Termination for Breach of Warranty to Maintain Compliance with County Defaulted Property Tax Reduction Program	42
	8.52	Time off For Voting	43
	8.53	Compliance with County's Zero Tolerance Policy on Human Trafficking.	43
	8.54	Intentionally Omitted	43
	8.55	Compliance with Fair Chance Employment Practices	43
	8.56	Compliance with the County Policy of Equity	44
	8.57	Prohibition from Participation in Future Solicitation(s)	44
		COVID-19 Vaccinations of County Contractor Personnel	
9.0	UNIC	QUE TERMS AND CONDITIONS	46
	9.1	Intentionally Omitted	46
	9.2	Local Small Business Enterprise (LSBE) Preference Program	46
	9.3	Intentionally Omitted	47
	9.4	Intentionally Omitted	47
	9.5	Intentionally Omitted	47
	9.6	Social Enterprise (SE) Preference Program	47
	9.7	Intentionally Omitted	48
	9.8	Disabled Veteran Business Enterprise (DVBE) Preference Program	48

ATTACHMENT 1 – STATEMENT OF WORK

STANDARD EXHIBITS

- A County's Administration
- B Contractor's Administration
- C Contractor's EEO Certification
- D Jury Service Ordinance
- E Safely Surrendered Baby Law
- F Sample Work Order Format
- G1 Certification of Employee Status
- G2 Certification of No Conflict of Interest
- G3 Contractor Acknowledgement and Confidentiality Agreement
- G4 COVID-19 Vaccination Certification of Compliance
- H Contract Discrepancy Report
- I Price Sheet
- J Subsequent Executed Work Orders (Not attached to this Master Agreement, but incorporated by reference)

MASTER AGREEMENT BETWEEN COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

DNA LABORATORY SERVICES

This Master Agreement is made and entered into this ____ day of ______, 2022 by and between the County of Los Angeles (County) on behalf of its Sheriff's Department, and ______ (Contractor), to provide DNA Laboratory Services.

RECITALS

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

WHEREAS, Contractor is private firm specializing in providing DNA Laboratory Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the County Board of Supervisors to contract for special services; and

WHEREAS, the County Board of Supervisors has authorized the Sheriff of the County or designee to execute and administer this Master Agreement; 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

Attachment 1 and Exhibits A, B, C, D, E, F, G, H, and I which are attached hereto, and Exhibit J, which is not attached hereto but incorporated herein by this reference, form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Attachment/Exhibits, or between Attachment/Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Attachment/Exhibits according to the following priority:

Attachment 1 - Statement of Work Exhibits:

- 1.1 Exhibit A County's Administration
- 1.2 Exhibit B Contractor's Administration
- 1.3 Exhibit C Contractor's EEO Certification
- 1.4 Exhibit D Jury Service Ordinance
- 1.5 Exhibit E Safely Surrendered Baby Law
- 1.6 Exhibit F Sample Work Order Format
- 1.7 Exhibit G1 Certification of Employee Status
 - Exhibit G2 Certification of No Conflict of Interest
 - Exhibit G3 Contractor Acknowledgement and Confidentiality Agreement
 - Exhibit G4 COVID-19 Vaccination Certification of Compliance
- 1.8 Exhibit H Contract Discrepancy Report
- 1.9 Exhibit I Price Sheet
- 1.10 Exhibit J Subsequent Executed Work Orders (not attached to this Master Agreement but incorporated by reference)

This Master Agreement and the Attachments/Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Paragraph 8.1 (Change Orders and Amendments) and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 **Amendment:** has the meaning set forth in Paragraph 8.1 (Change Orders and Amendments) of this Master Agreement.
- 2.2 **Board:** means the Los Angeles County Board of Supervisors.
- 2.3 **Business Day:** means Monday through Friday, excluding designated County-observed holidays.

- 2.4 **Business Hours:** means 8:00 a.m. until 5:00 p.m., Pacific Time Monday through Friday, excluding designated County-observed holidays.
- 2.5 **Change Order:** has the meaning set forth in Paragraph 8.1 (Change Orders and Amendments) of this Master Agreement.
- 2.6 **Contractor:** means the sole proprietor, partnership, corporation, or other person or entity that has entered into this Master Agreement with the County as identified in the preamble.
- 2.7 **Contractor's Authorized Official(s):** means the individual(s) designated by the Contractor to ensure Work performance and compliance to the Master Agreement after the Master Agreement award, and as further described in Paragraph 7.2 (Contractor's Authorized Official(s)) of this Master Agreement.
- 2.8 **Contractor's Project Manager:** means the individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award, and as further described in Paragraph 7.1 (Contractor's Project Manager) of this Master Agreement.
- 2.9 **County:** means the County of Los Angeles.
- 2.10 **County Project Director:** means the individual designated by the County with authority to approve all Work Order solicitations and executions, and as further described in Paragraph 6.1 (County Project Director) of this Master Agreement.
- 2.11 **County Project Manager:** means the individual designated by the County Project Director to manage the operations under this Master Agreement, and as further described in Paragraph 6.2 (County Project Manager) of this Master Agreement.
- 2.12 **Day(s):** means calendar day(s) unless otherwise specified.
- 2.13 **Department:** means the Los Angeles County Sheriff's Department.
- 2.14 **Fiscal Year:** means the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.15 **Master Agreement:** means the County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, work provided under the Master Agreement.
- 2.16 **Qualified Contractor:** means a Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum mandatory requirements listed in Paragraph 1.4 (Vendor's Minimum Mandatory Qualifications of the RFSQ, and has an executed Master Agreement with County.

- 2.17 **Request For Statement of Qualifications (RFSQ):** means a solicitation based on establishing a pool of qualified vendors to provide services through Master Agreements.
- 2.18 **Sheriff:** means the Sheriff of Los Angeles County.
- 2.19 **Statement of Qualifications (SOQ):** means a Contractor's response to an RFSQ.
- 2.20 **Statement of Work (SOW):** means a written description of tasks, subtasks, deliverables, goods, services and other work required under this Master Agreement, as set forth in Attachment 1 (Statement of Work) desired by County for a specific Work Order.
- 2.21 **Term:** has the meaning as set forth in Paragraph 4.0 (Term of Master Agreement), of this Master Agreement.
- 2.22 **Work:** means any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Master Agreement, including Attachment 1 (Statement of Work) and all other Exhibits, and any fully executed Work Order hereto.
- 2.23 **Work Order:** means a subordinate agreement, in the form of Exhibit F (Sample Work Order Format), executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in the Work Order and in accordance with Attachment 1 (Statement of Work). Each Work Order shall result from bids, solicited by and tendered to County, by Qualified Contractors. No work shall be performed by Contractors except in accordance with validly bid and executed Work Orders. All executed Work Orders under this Master Agreement are incorporated herein as Exhibit J by this reference and made a part of this Master Agreement.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein including pursuant to any fully executed Work Order.
- 3.2 All such Work must be provided solely as specified under this Master Agreement and must receive the written approval of County Project Director or designee in order to qualify for payment. In no event shall County be liable or responsible for payment for any Work prior to approval from County Project Director or designee of such work.
- 3.3 If Contractor provides any task, deliverable, service, or other work to County (1) other than as specified in this Master Agreement, and/or (2) that goes beyond the scope of work, and/or (3) after the expiration of the term of this Master Agreement, then these shall be

gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

- 3.4 It is the intent of the County to issue Work to Qualified Contractors on a rotational basis for this Master Agreement, based upon the needs of the Department. However, County Project Director or designee has the sole discretion to issue Work for other circumstances, as noted on the Work Order, based upon the needs of the Department.
- 3.5 If, at any time, Contractor cannot fulfill a Work Order, County Project Director or designee will proceed to the next available Qualified Contractor.
- 3.6 Contractor acknowledges that, subject to this Paragraph 3.0 (Work), all Work performed under this Master Agreement, including pursuant to any fully executed Work Order, is payable in arrears in accordance with the terms and conditions of this Master Agreement, including Paragraph 5.0 (Contract Sum).
- 3.7 During the Term of this Master Agreement, Contractor shall at all times possess and maintain all accreditations required to perform Contractor's services under this Master Agreement. In the event of suspension or revocation of such accreditations, Contractor shall immediately notify the County Project Director and cease all services provided under this Master Agreement.
- 3.8 The execution of this Master Agreement does not guarantee Contractor any minimum amount of business. County does not promise, warrant, or guarantee that County will utilize any particular level of Contractor's service, or any services at all, during the Term of this Master Agreement.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by the Sheriff or his designee as authorized by the Board of Supervisors, and shall expire ______ ("Initial Term") (three [3] years from the date of approval of the exemplar Model Master Agreement by the Los Angeles County Board of Supervisors), unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the sole option, at the Sheriff's discretion, to extend the Term of this Master Agreement for up to four (4) additional one-year periods (each an "Option Term"). Each such extension shall be in the form of a written Amendment pursuant to Paragraph 8.1 (Change Orders and Amendments) below. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be.

- 4.3 The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.
- 4.4 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Exhibit A (County's Administration) of this Master Agreement.

5.0 CONTRACT SUM

- 5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Sheriff's Department by the County Board of Supervisors. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of this Master Agreement is the Contract Sum.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 No Payment for Services Provided Following Expiration/ Termination of Master Agreement

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. Notwithstanding the above, Contractor shall be entitled to payment for Work that is satisfactorily completed after the expiration or other termination of this Master Agreement, provided that any such Work is pursuant to a Work Order that is validly executed during the term of the Master Agreement. This provision shall survive the expiration or other termination of this Master Agreement.

5.4 Invoices and Payments

- 5.4.1 For providing the tasks, deliverables, services, and other Work authorized pursuant to this Master Agreement, Contractor shall separately invoice County for each Work Order.
- 5.4.2 Payment for all Work shall be subject to the not-to-exceed fee structure set forth in Exhibit I of this Master Agreement (whichever is applicable), less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages) of this Master Agreement.
- 5.4.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.4 All Work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County Project Manager or County Project Director, who shall be responsible for a detailed evaluation of Contractor's performance before approval of Work and/or payment of invoices is permitted.
- 5.4.5 Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable Work Order.

5.4.6 Invoice Content

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Each invoice submitted by Contractor shall specify:

- County numbers of the applicable Work Order and Contractor's Master Agreement;
- Contractor's name and address;
- Invoice date;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

5.4.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under this Master Agreement with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.5.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.5.4 At any time during the duration of the Master Agreement, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the Department, shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit A (County's Administration) of this Master Agreement. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County Project Director

The County Project Director is the approving authority for individual Work Order solicitations and executed Work Orders.

The responsibilities of the County Project Director may include:

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

6.2 County Project Manager

The County Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Project Manager shall prepare and issue Work Orders and any Change Orders and Amendments thereto, and generally be the first person for Contractor to contact with any questions.

The responsibilities of the County Project Manager may include:

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

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

- 7.1.1 Contractor's Project Manager is designated in Exhibit B (Contractor's Administration) of this Master Agreement. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County Project Manager on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration) of this Master Agreement. The Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Intentionally Omitted

7.5 Background and Security Investigations

- 7.5.1 At any time prior to or during the term of this Master Agreement, all Contractor staff, subcontractors, and agents of the Contractor (collectively herein "Contractor's staff) performing services under this Master Agreement may be required to undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under this Master Agreement. 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 County Project Director will schedule the background investigation with the Department's Civilian Backgrounds Unit. 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 this Master Agreement at any time during the term of the Master Agreement. 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 Paragraph 7.5 (Background and Security Investigations) shall not relieve Contractor of its obligation to

complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of Exhibit G3 (Contractor Acknowledgement and Confidentiality Agreement) of this Master Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE ORDERS AND AMENDMENTS

- 8.1.1 The County Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to this Master Agreement shall be prepared and executed by the Contractor and by the Sheriff or his designee.
- 8.1.2 For any change which does not materially affect the scope of Work, term, price, payments, or any other term or condition of this Master Agreement, a Change Order to this Master Agreement shall be executed by the County Project Director and Contractor's Project Manager.
- 8.1.3 For any change which materially affects the scope of Work, term, price, payments, or any other term or condition of this Master Agreement, an Amendment to this Master Agreement shall be executed by the Contractor and the County Board of Supervisors.
- 8.1.4 Notwithstanding Paragraphs 8.1.1 through 8.1.3 above, for (1) any option term extension of this Master Agreement, including any revisions to Exhibit I (Price Sheet) or (2) modifications pursuant to Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions), an Amendment to this Master Agreement shall be executed by Contractor and Sheriff or his designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes

of this Paragraph 8.2 (Assignments and Delegation/Mergers or Acquisitions), County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

8.3 Authorization Warranty

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

8.4 Complaints

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

- 8.4.1 Within ten (10) Business Days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.
- 8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 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.
- 8.4.4 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.

- 8.4.5 The Contractor shall preliminarily investigate all complaints and notify the County Project Manager of the status of the investigation within five (5) Business Days of receiving the complaint.
- 8.4.6 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.
- 8.4.7 Copies of all written responses shall be sent to the County Project Manager within five (5) Business Days of mailing to the complainant.

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Master Agreement, 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 Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, quidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 (Compliance with Applicable Laws) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence. County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6 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 Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit C (Contractor's EEO Certification) of this Master Agreement.

8.7 Compliance with County's Jury Service Program

8.7.1 Jury Service Program:

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

8.7.2 Written Employee Jury Service Policy

- 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (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 paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement 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 twelve (12)-month period under one or more County Master Agreements or subcontracts. "Employee" means any

California resident who is a full time employee of Contractor. "Full-time" means forty (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 longstanding practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12)-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

8.8 Conflict of Interest

8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, 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 Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.8.2 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 Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.8 shall be a breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List

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

8.10 Consideration of Hiring GAIN-GROW Participants

Should the Contractor require additional or replacement 8.10.1 personnel after the effective date of this Master Agreement, 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 gualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview gualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with

jobrequirementsto:GAINGROW@DPSS.LACOUNTY.GOVandBSERVICES@WDACS.LACOUNTY.GOVand DPSS willrefer qualified GAIN/GROW job candidates.and

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

8.11 Contractor Responsibility and Debarment

8.11.1 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 Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 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 Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 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 Master Agreement 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 Master Agreement 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.

- 8.11.4 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 decision. which shall contain proposed а 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.
 - If a Contractor has been debarred for a period longer 4. 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 includes the debarment. and 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.
- 8.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.12 Contractor's Acknowledgement of County's Commitment to 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 Exhibit E (Safely Surrendered Baby Law) of this Master Agreement, 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. Information and posters for printing are available at <u>www.babysafela.org.</u>

8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program

- 8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their courtordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 County's Quality Assurance Plan

The County or its agent(s) will monitor the contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/ corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement.

8.15 Damage to County Facilities, Buildings or Grounds

8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after

Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

8.16 Employment Eligibility Verification

- 8.16.1 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 Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 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 Master Agreement.

8.17 Counterparts and Electronic Signatures and Representations

This Master Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Master Agreement. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Orders and Amendments prepared pursuant to Paragraph 8.1 (Change Orders and Amendments) of this Master Agreement, and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Change Orders and Amendments to this Master Agreement.

8.18 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.

8.19 Force Majeure

- 8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics. quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph 8.19 (Force Majeure) as "force majeure events").
- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 8.19 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.
- 8.21.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality) in this Master Agreement.

8.22 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master

Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 8.23 (General Provisions for all Insurance Coverage) and Paragraph 8.24 (Insurance Coverage) of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or selfinsured retentions exceeding fifty thousand (\$50,000)

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 the County Contract Compliance Manager listed in Exhibit A (County's Administration) of this Master Agreement.
- Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies. or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.23.2 Additional Insured Status and Scope of Coverage

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

8.23.3 Cancellation of or Changes in Insurance

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

8.23.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Shall Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 Subcontractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

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

8.23.11 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.

8.23.12 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. 8.23.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor's 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.

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

8.24.1 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

- 8.24.2 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 Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 8.24.3 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. The written notice shall be provide to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any cancellation or policy change. 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.

8.25 Liquidated Damages

- 8.25.1 If, in the judgment of the County Project Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director 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 Project Director in a written notice describing the reasons for said action.
- 8.25.2 If the Sheriff determines that there are deficiencies in the performance of this Master Agreement that the Sheriff or designee, deems are correctable by the Contractor over a certain time span, the Sheriff or 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 Sheriff may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the monthly contract sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one-hundred dollars (\$100) per day per infraction, 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) Business Days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- 8.25.3 The action noted in Paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.
- 8.25.4 This Paragraph 8.25 (Liquidated Damages) shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in Paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement 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 Master Agreement, then such lower prices shall be immediately extended to the County.

8.27 Nondiscrimination and Affirmative Action

- 8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification) of this Master Agreement.
- 8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin,

sex, age, physical or mental disability, marital status, or political affiliation.

- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 Non Exclusivity

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

8.29 Notice of Delays

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

8.30 Notice of Disputes

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, then the Sheriff or his designee shall resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit E (Safely Surrendered Baby Law) of this Master Agreement. Additional information is available at <u>www.babysafela.org</u>.

8.33 Notices

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

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

- 8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

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

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Project Director. The County shall not unreasonably withhold written consent.
- 8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.36 (Publicity) shall apply.

8.37 Record Retention and Inspection-Audit Settlement

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

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement 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 Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, 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 Master Agreement 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 Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.38 Recycled Bond Paper

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

8.39 Subcontracting

- 8.39.1 The requirements of this Master Agreement 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 Master Agreement.
- 8.39.2 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.
- 8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to: The County Project Director before any subcontractor employee may perform any work hereunder.

8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other

provision of this Master Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

- 8.41.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:
 - Stop work under the Work Order or under this Master Agreement, as identified in such notice;
 - Transfer title and deliver to County all completed work and work in process; and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with Paragraph 8.37, (Record Retention and Inspection/Audit Settlement) of this Master Agreement.

8.42 Termination for Default

- 8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County Project Director:
 - Contractor has materially breached this Master Agreement;
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1 above, 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 Master Agreement to the extent not terminated under the provisions of this Paragraph 8.42 (Termination for Default).
- 8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.42.2 above if its failure to perform this Master Agreement, including any Work Order issued hereunder, 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. freiaht 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 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42 (Termination for Default), it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42 (Termination for Default), or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience) of this Master Agreement.
- 8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

- The County may, by written notice to the Contractor, 8.43.1 immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any respect determinations with to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

- 8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
 - Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of

business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

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

8.49 Warranty Against Contingent Fees

- 8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.49.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

- 8.50.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 8.50.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) of this Master Agreement shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.52 Time off For Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of California Elections Code Section 14000.

8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking

- 8.53.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.
- 8.53.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.53.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Paragraph 8.55 (Compliance with Fair Chance Employment Practices) of this Master Agreement may constitute a material breach of this Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Master Agreement.

8.56 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.57 **Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has advice or consultation for the provided solicitation. А Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disgualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

8.58 COVID-19 Vaccinations of County Contractor Personnel

8.58.1 At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Personnel) of County Code Contractor Title 2 Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Master Agreement, and/or (3) coming into contact with the public while performing services under this Master Agreement (collectively, "In-Person Services").

- 8.58.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 8.58.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a guick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Master Agreement that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Master Agreement, and must provide such records to the County for audit purposes, when required by County.
- 8.53.4 Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the

following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Master Agreement, and/or (3) coming into contact with the public while performing services under this Master Agreement:

- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
- b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
- c. Engage in proper physical distancing, as determined by the applicable County department that the Master Agreement is with.
- 8.58.5 In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G4 (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Local Small Business Enterprise (LSBE) Preference Program

- 9.1.1 This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE 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 LSBE.

- 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 LSBE.
- 9.1.4 If the Contractor has obtained certification as a LSBE 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 Master Agreement to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Master Agreement; 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 the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Social Enterprise (SE) Preference Program

- 9.2.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or

retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

- 9.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.2.4 If Contractor has obtained County certification as a SE 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 Master Agreement to which it would not otherwise have been entitled, Contractor shall:
 - Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
 - 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Master Agreement; 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 Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.7 Intentionally Omitted

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.3.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

- 9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.3.4 If Contractor has obtained certification as a DVBE 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 Master Agreement to which it would not otherwise have been entitled, Contractor shall:
 - 1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
 - 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Master Agreement; 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).

Notwithstanding any other remedies in this Master Agreement, 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 the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

MASTER AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND (CONTRACTOR)

FOR DNA LABORATORY SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Sheriff of Los Angeles County and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized representative on dates written below.

COUNTY OF LOS ANGELES

By: ______ ALEX VILLANUEVA, SHERIFF

Date: _____

(CONTRACTOR)

Ву: _____

Printed:

Title: _____

Date:

APPROVED AS TO FORM: RODRIGO A. CASTRO-SILVA County Counsel

By Michele Jackson

Principal Deputy County Counsel

County of Los Angeles Sheriff's Department Page 50

DNA Laboratory Services RFSQ 671-SH Model Master Agreement **ATTACHMENT 1**

STATEMENT OF WORK

DNA LABORATORY SERVICES

RFSQ 671-SH

County of Los Angeles Sheriff's Department DNA Laboratory Services RFSQ 671-SH Model Master Agreement Attachment 1 - Statement of Work

TABLE OF CONTENTS

PH TITLE	PAGE
SCOPE OF WORK	1
CONTRACTOR'S RESPONSIBILITIES	1
CONTRACTOR'S SPECIFIC DUTIES	2
SPECIFIC WORK REQUIREMENTS	4
QUALITY CONTROL PLAN	6
CONTRACT DISCREPANCY REPORT	7
	SCOPE OF WORK CONTRACTOR'S RESPONSIBILITIES CONTRACTOR'S SPECIFIC DUTIES SPECIFIC WORK REQUIREMENTS QUALITY CONTROL PLAN

STATEMENT OF WORK

1.0 SCOPE OF WORK

- 1.1 The Department desires to enter into master agreements with qualified Contractors to perform DNA testing/analysis of various items of evidence, including screening evidence for biological fluids, contact DNA, and/or DNA analysis (Services).
- 1.2 This Statement of Work (SOW) defines the general tasks and responsibilities of the Contractor in providing Services to the Los Angeles County Sheriff's Department (Department) Scientific Services Bureau (SSB). The SSB Crime Lab is located at 1800 Paseo Rancho Castilla, Los Angeles, California, 90032.
- 1.3 The Contractor shall perform the Services in accordance with the Work requirements outlined in this SOW. The Services shall be provided on an as-needed basis.

2.0 CONTRACTOR'S RESPONSIBILITIES

2.1 Contractor's Employees

- 2.1.1 Contractor shall assign a sufficient number of employees to perform the required Work. At least one employee on site (Contractor's laboratory) shall be authorized to act for the Contractor and must be able to understand and clearly communicate in English, both orally and in writing.
- 2.1.2 All employees that handle Department evidence must wear safety and protective gear according to OSHA standards while performing Work under the Master Agreement.
- 2.1.3 All employees providing Services must meet all requirements for education, training, experience, and proficiency testing as required by the accrediting agency (see Paragraph 3.1), and the FBI's quality assurance standards (see Paragraph 3.2).
- 2.1.4 Contractor shall provide, upon request by the County Project Manager, documentation of education, training, and experience, and proficiency testing for any employee tasked with providing Services.
- 2.1.5 Contractor shall provide, upon request by the County Project Manager, documentation of mandated bi-annual proficiency testing as required by an accrediting agency and/or the FBI's quality

assurance standards for any employee tasked with providing Services.

2.1.6 Contractor shall provide an employee for court testimony, as required by County, or as ordered by a court in the State of California, on specified dates, who is well-versed, fluent English-speaking, with no fewer than three criminal trial court-qualified appearances, upon written request by the County Project Manager, at no additional cost to the Department.

2.2 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during Business Hours by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Master Agreement.

2.3 Materials and Equipment

The purchase of materials and equipment needed to provide the Services as stated in this SOW, the Master Agreement, and any ensuing Work Order, is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employees. All equipment shall be checked daily, for safety, by the Contractor.

2.4 Training

- 2.4.1 All Contractor's employees shall be trained in their assigned tasks, and trained in the safe handling of materials and equipment.
- 2.4.2 Contractor shall provide training for all employees assigned to perform Work during the Term of the Master Agreement.
- 2.4.3 Contractor shall provide documentation of training programs for all employees within 30 calendar days of request by the County Project Manager.

3.0 CONTRACTOR'S SPECIFIC DUTIES

3.1 Contractor's DNA testing laboratory shall secure and maintain accreditation to ISO/IEC 17025:2017, "General Requirements for the Competence of Testing and Calibration Laboratories", and accompanying Forensic Science supplemental accreditation requirements.

This accreditation shall be from either the American National Standard Institute-National Accreditation Board (ANAB) or American Association for Laboratory Accreditation (A2LA)

Contractor shall maintain all accreditations throughout the Term of the Master Agreement.

Contractor shall demonstrate its compliance with this Paragraph 3.1 by submitting a copy of its most recent accreditation documentation and most recent annual accreditation certificate and scope of accreditation upon request, to the County Project Manager, at any time during the Term of the Master Agreement.

- 3.2 Contractor's DNA testing laboratory shall secure and maintain compliance with the quality assurance standards for DNA analysis, issued by the Director of the Federal Bureau of Investigation pursuant to the DNA Identification Act of 1994, titled *Quality Assurance Standards for Forensic DNA Testing Laboratories*. Contractor shall demonstrate compliance by submitting a copy of the Contractor's most recent annual audit documentation to the County Project Manager upon request, at any time during the Term of the Master Agreement.
- 3.3 Contractor's DNA testing laboratory shall be equipped to perform DNA testing using Short Tandem Repeat (STR) kits, including a male-specific STR (Y-STR) kit, with Applied Biosystems[™] GeneMapper[™] ID-X (GMID-X), on a capillary electrophoresis (CE) instrument platform and kit specified by the County Project Manager at the time of analysis or at the time of case submission. Acceptable CE platforms include the Applied Biosystems[™] Genetic Analyzers 3130 and 3500, or variations thereof. The required autosomal DNA kit is Promega PowerPlex[®] Fusion 6C STR amplification kit. The Y-STR kit may be Promega PowerPlex[®] Y23 or Applied Biosystems[™] Yfiler[™] Plus. The ability to perform mitochondrial DNA testing is desirable.
 - 3.3.1 The Department reserves the right to modify or change its platform and/or kit at any time during the Term of the Master Agreement. Contractor will be notified of any modification or change to the Department's platform.
- 3.4 Contractor's DNA testing laboratory shall, throughout the Term of the Master Agreement, use a binary mixture interpretation/deconvolution protocol validated up to at least four-person mixtures, with the use of analytical and stochastic thresholds as defined by the Scientific Working Group for DNA Analysis Methods (SWGDAM). Statistical approaches can include Random Match Probability (RMP), Modified RMP, Combined Probability of Inclusion (CPI), or Likelihood ratios. The utilization of

stochastic thresholds should allow the use of loci that may have potential alleles that are below the analytical threshold or have dropped out.

- 3.5 Contractor's DNA testing laboratory shall, throughout the Term of the Master Agreement, use STRmixTM probabilistic genotyping software to analyze data generated from Promega PowerPlex[®] Fusion 6C STR amplification kits with GMID-X software, and validated up to at least four-person mixture samples.
- 3.6 Contractor's DNA testing laboratory shall make available upon request by County Project Manager, at no additional cost, any quality assurance documents including but not limited to laboratory-approved procedures, interpretation guidelines, proficiency test records, internal and external audit documents, and validation studies.
- 3.7 Upon 30 days' notice (unless otherwise agreed upon) from the County Project Director or the County Project Manager, Contractor's DNA testing laboratory shall make its facility accessible for on-site visits by Department staff.
- 3.8 Upon 30 days' notice (unless otherwise agreed upon) from the County Project Director or the County Project Manager, Contractor's DNA testing laboratory shall make its facility accessible for the On-site Vendor Laboratory Visit Program (OVP) offered by the FBI-NDIS-CODIS unit.
- 3.9 Contractor's DNA testing laboratory shall maintain compliance with the National Environmental Policy Act (NEPA), as required by the National Institute of Justice (NIJ), throughout the Term of the Master Agreement.

4.0 SPECIFIC WORK REQUIREMENTS

- 4.1 Work Orders will be issued as described in Paragraph 3.0 (Work) of the Master Agreement. The Work Order will describe the Services requested (e.g. screening evidence for biological fluids, contact DNA, and/or DNA analysis). As applicable, all Work Orders will include the following information:
 - a. Investigating agency
 - b. Agency's file number
 - c. Crime charge
 - d. Victim and suspect information
 - e. A list of items to be tested, identified with individual corresponding SSB's lab receipt number or the Laboratory Information Management System (LIMS) identification number
 - f. A brief summary on the origins of the items to be tested
 - g. Instruction for the services requested

- h. Requested turnaround time for work requested on the Work Order
- i. Department contact person information
- 4.2 Upon receipt of an executed Work Order with evidence, Contractor shall provide the County Project Manager with an e-mail confirmation of receipt within two Business Days to confirm case acceptance, indicating the Contractor's file number, the SSB's lab receipt number, and/or the LIMS identification number.
- 4.3 Contractor shall provide analysis within the agreed-upon turnaround time specified on the Work Order, and prepare a final report for each case. The report shall include the items received, the items tested, method(s) of testing, the biological screening techniques and/or DNA technology used, the final results, and any other information as described by the FBI's Quality Assurance Standards for Forensic DNA Testing Laboratories.
- 4.4 Contractor shall immediately notify the County Project Manager and provide an estimate of completion if analysis is expected to exceed the requested turnaround time.
- 4.5 Contractor shall provide a complete copy of the case file to the County Project Manager within five Business Days from the date the case is completed, at no additional cost to the Department. The complete case file shall include, but not be limited to the following: All notes, data (written and electronic), chain of custody documentation, reports, and correspondence. In a form and format approved by the County Project Manager.
- 4.6 Any additional or unscheduled Work (or testing of evidence items) shall require written authorization from the County Project Director or the County Project Manager.
- 4.7 Contractor shall provide the following case status updates and/or case follow-ups to the County Project Manager within five Business Days from request from the County Project Manager:
 - a. A time log showing the ongoing analysis process.
 - b. A brief consultation on the case.
 - c. An overview of the work performance to date.
- 4.8 Contractor shall submit an invoice to the County Project Manager for DNA testing services provided in each case. Refer to Subparagraph 5.4 (Invoices and Payments) of the Master Agreement.

- 4.9 Contractor shall, upon completion of each analysis, return <u>all</u> remaining evidence items to the County Project Manager at no additional cost to the Department.
- 4.10 Contractor shall return all remaining DNA extracts to the County Project Manager, upon request, or upon termination of the Master Agreement, at no additional cost to the Department. DNA extracts will be maintained in frozen storage or a validated room temperature DNA storage matrix.
- 4.11 Contractor shall, upon completion of each analysis, retain the original case file which includes all notes, data (written and electronic), chain of custody documentation, reports, and correspondence.
- 4.12 Contractor shall return the original case file to the County Project Manager upon request or upon termination of the Master Agreement at no additional cost to the Department.

5.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) that is appropriate to DNA testing activities to assure the Department a consistently high level of service throughout the Term of the Master Agreement. Contractor shall submit the Plan to the County Project Manager for review within 15 Business Days after execution of the Master Agreement. In the event that requirements and/or policy and procedures change during the Term of the Master Agreement, Contractor shall update the Plan, and submit such updated Plan to the County Project Manager within ten Business Days of notification. The Plan shall include, but may not be limited to, the following:

- 1) Method and frequency of monitoring to ensure that all of the Master Agreement requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed including but not limited to maintaining accuracy in testing, before the level of performance becomes unacceptable;
- 2) Specific activities to be monitored either on a scheduled or unscheduled basis;
- 3) Contractor's written policies and procedures re: licenses, permits, registrations, accreditations, certifications, qualifications, education, training, experience, and proficiency testing for Contractor's employees.

6.0 CONTRACT DISCREPANCY REPORT (CDR)

- 6.1 Verbal notification of a contract discrepancy shall be made to the County 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 Project Manager and the Contractor's Project Manager.
- 6.2 The County Project Manager will determine whether Exhibit H (Contract Discrepancy Report) of the Master Agreement, will be issued. Upon receipt of such report, the Contractor Project Manager is required to respond in writing to the County Project Manager within five (5) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. The Contractor Project Manager must submit its plan to correct the deficiencies identified in the CDR to the County Project Manager within ten Business Days of receipt of the CDR.

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO
COUNTY PROJECT DIRECTOR:
Name:
Addresse:
Address.
Telephone:
Facsimile:
E-Mail Address:
COUNTY PROJECT MANAGER:
Name:
Title:
Address:
Telephone:
Facsimile:
E-Mail Address:

CONTRACTOR'S ADMINISTRATION

CONTRACTO	DR'S NAME
MASTER AGREEMENT NO	
CONTRACTOR'S PROJECT MANAGER: Name:	
Address:	
Telephone:	
Facsimile: E-Mail Address:	
CONTRACTOR'S AUTHORIZED OFFICIAL(S) Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
Notices to Contractor shall be sent to the follo	owing address:
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
County of Los Angeles Sheriff's Department	DNA Laboratory Services RFSQ 671-SH
	Model Master Agreement - Exhibits

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
- 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

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

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

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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



Babies can be safely surrendered to staff at any hospital or fire station in Los Angeles County

No shame. No blame. No names.

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



County of Los Angeles Sheriff's Department

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.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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.

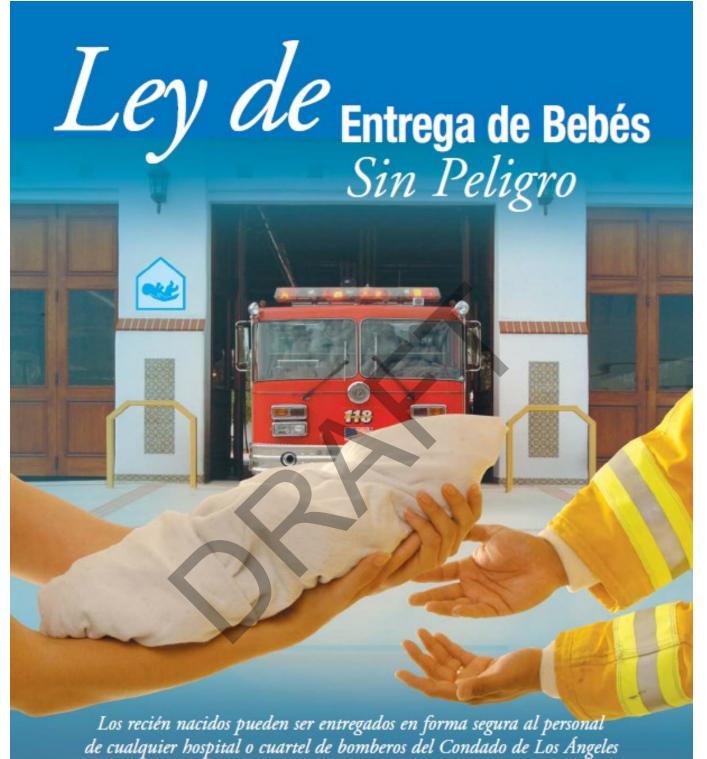
Why is California doing this?

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.

County of Los Angeles Sheriff's Department



Sin pena. Sin culpa. Sin nombres.

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County of Los Angeles Sheriff's Department

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 v desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

County of Los Angeles Sheriff's Department

1800 Paseo Rancho Castilla Los Angeles, CA 90032 Phone: 323-267-6118

Los Angeles County Sheriff's Department Scientific Services Bureau Biology Section

Request for DNA Laboratory Services

Work Order No: _____

Contractor Name: _

____ Master Agreement No: _____

I. WORK ORDER SOLICITATION

Investigating Agency:		
File#/URN:		
Charge:		
Victim Name(s):		
Suspect Name(s):		
Lab Receipt Number	Evidence Description	
or LIMS Number:		
Services Requested (including Requested Turnaround Time):		
Contractor Bid (attach II an		
 Next Contractor in rotation Other (explanation) 		
	Shoriff's Doportmont Contact	
	Sheriff's Department Contact	
George Hou Los Angeles County Sheriff's Department		
Scientific Services Bureau		
	1800 Paseo Rancho Castilla	
	Los Angeles, California 90032	
	(323) 260-6118	
	gyhou@lasd.org	

SERVICES

In accordance with Master Agreement Paragraph 5.2, Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services, or any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in the Master Agreement.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

Contractor's signature on this Work Order document confirms Contractor's awareness of, and agreement with, the provisions of Paragraph 5.2 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is <u>not specified</u> in this Work Order, and/or
- B. That is <u>performed after</u> the expiration or termination of the Master Agreement without a validly executed Work Order, regardless of any oral promise made to contractor by any county personnel whatsoever.

CONTRACTOR	COUNTY OF LOS ANGELES
Name:	Name:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

II. CONTRACTOR'S BID

TESTING FEES:	QTY	FEES	TOTAL
(SEXUAL ASSAULT KITS, SMALL ITEMS, LARGE/BULK ITEMS, SPECIALITY			
ITEMS, ETC.)			
STR TESTING FEES:			
(REFERENCE SAMPLE, BLOOD UNKNOWN, MIXED STRAIN UNKNOWN)			
SPECIALITY TESTING FEES:			
(REFERENCE SAMPLE, BLOOD UNKNOWN, MIXED STRAIN UNKNOWN,			
BONE UNKNOWN, HAIR UNKNOWN)			
		\$	\$
		\$	\$
		\$	\$
		4	4
		\$	\$
		\$	\$
		Total Fees:	\$

SERVICES

In accordance with Master Agreement Paragraph 5.2, Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services, or any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in the Master Agreement.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

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- A. That is not specified in this Work Order, and/or
- B. That is <u>performed after</u> the expiration or termination of the Master Agreement without a validly executed Work Order, regardless of any oral promise made to contractor by any county personnel whatsoever.

Signature:	

Name/Title: _____

Bid Amount: \$

Bid Due Date: _____

County of Los Angeles Sheriff's Department

Date: _____

III. COUNTY ACCEPTANCE OF CONTRACTOR'S BID

The County hereby accepts the Contractor's bid above for the performance of Services under this Work Order and the Master Agreement.

COUNTY OF LOS ANGELES

Name/Title:	
-------------	--

0-	

EXHIBIT G

FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS

- G1 CERTIFICATION OF EMPLOYEE STATUS
- G2 CERTIFICATION OF NO CONFLICT OF INTEREST
- G3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G4 COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE

County of Los Angeles Sheriff's Department

DNA LABORATORY SERVICES MASTER AGREEMENT WORK ORDER

CERTIFICATION OF EMPLOYEE STATUS

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

CONTRACTOR NAME

Work Order No. _____ County Master Agreement No.

<u>ICERTIFY THAT</u>: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1	
2	
3.	
4.	

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

County of Los Angeles Sheriff's Department

DNA LABORATORY SERVICES

MASTER AGREEMENT

CERTIFICATION OF NO CONFLICT OF INTEREST

(Note: This certification is to be executed and returned to County. Work cannot begin until County receives this executed document.)

CONTRACTOR NAME

County Master Agreement No.

Los Angeles County Code Section 2.180.010.A provides as follows:

"Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
 - 1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
 - 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 - 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 - 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders."

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County. Work cannot begin until County receives this executed document.)

Contractor Name	

County Master Agreement No.

GENERAL INFORMATION:

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

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

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 Master Agreement. 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'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 Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. 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.

POSITION:	
PRINTED NAME:	
SIGNATURE:	 DATE://

County of Los Angeles Sheriff's Department

COVID-19 Vaccination Certification of Compliance

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I,	, on behalf of	,	
[Proj	, on behalf of ect director or authorized principal]	[Company / Contractor Name]	
("Contra	actor"), certify that on County Contract Number	for	
	[Description of services pr	rovided]	
	_ All Contractor Personnel on this Contract are fully the Ordinance.	vaccinated as required by	
	identified Contractor Personnel. Contractor will ce Personnel have tested negative within 72 hours of	a valid medical or religious exemption to the below ertify weekly that the following unvaccinated Contrac f starting their work week under the County Contract, es otherwise. The Contractor Personnel who have be	,
	uthority to bind the Contractor, and have reviewed t with said requirements.	the requirements above and further certify that I will	
Signatur	re	Date	
Title			
Compar	ny/Contractor Name		

Released December 14, 2021

County of Los Angeles Sheriff's Department Version 2.0

CONTR	ACT	DISC	REPA	NCY	REPORT

TO:		
FROM:		
DATES:	Prepared:	
	Returned by Contractor:	
	Action Completed:	
DISCREPAN		
Signatu	ire of County Representative	Date
CONTRACT	OR RESPONSE (Cause and Corrective Action):	
<u> </u>		
Signatu	re of Contractor Representative	Date
COUNTY EV	ALUATION OF CONTRACTOR RESPONSE:	
Signatu	re of Contractor Representative	Date
COUNTYA	CTIONS:	
001175405		
	resentative's Signature and Date	
	Representative's Signature and Date	



EXHIBIT I

Part I	FEES (NOT TO EXCEED)	
TESTING FEES		
Sexual Assault Kit Screening		
Small Items Screening (swab) Blood, Semen, Saliva		
Bulk/Large Items Bulk Clothing, Comforters, etc.		
Specialty Items Screening for Trace Cartridge cases, rocks, etc.	DNA	
OTHER FEES		
Cancellation Fee	per case	
Rush Fee	per case	
Discount Fee Indicate terms:		

Part II

STR TESTING FEES		
Reference Sample		
Blood / Non-Differential Unknown		
Mixed Stain / Differential Unknown		
OTHER FEES		
Cancellation Fee	per case	
Rush Fee	per case	
Discount Fee		
Indicate terms:		
		1

Part III

Date: ____

Reference Sample	mtDNA	Y-STR
Blood / Non-Differential Unknown		
Mixed Stain / Differential Unknown		
Bone Unknown		
Hair Unknown		
OTHER FEES		
Cancellation Fee		per case
Rush Fee		per case
Discount Fee Indicate terms:		
Approved:		
Name:		
Signature:		

SUBSEQUENT EXECUTED WORK ORDERS

(Not attached to this Master Agreement, but incorporated by reference)

BOARD LETTER/MEMO CLUSTER FACT SHEET

Board Letter

□ Board Memo

□ Other

CLUSTER AGENDA	3/16/2022		
REVIEW DATE	3/10/2022		
BOARD MEETING DATE	4/5/2022		
SUPERVISORIAL DISTRICT AFFECTED	\square All \square 1 st \square 2 nd \square 3 rd \square 4 th \square 5 th		
DEPARTMENT(S)	Sheriff's Department		
SUBJECT	Board approval to extend Contract Number 78830 with Deltawrx LLC		
PROGRAM	Computer Aided Dispatch (CAD) and records management system consulting services		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No		
SOLE SOURCE CONTRACT	🛛 Yes 🗌 No		
	If Yes, please explain why: In compliance with Board Policy 5.110 – Amendments to extend the term of the current contract beyond its original term are "Sole Source Amendments".		
DEADLINES/ TIME CONSTRAINTS	The current Contract expires July 9, 2022.		
COST & FUNDING	Total cost: Funding source: \$0 (no additional cost) General Fund		
	TERMS (if applicable): Two years, plus two additional one-year option periods		
	Explanation: There is no additional funding needed. The Contract is based on a pay- per-deliverable pricing model. The proposed Amendment does not add any additional deliverables to the Contract.		
PURPOSE OF REQUEST	Continuation of the consulting services will allow the Department to make informed decisions on how best to replace the aging hardware, operating systems, and software currently being used by the CAD and records management system.		
BACKGROUND (include internal/external issues that may exist including any related motions)	No issues or concerns		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☐ No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: • Angelo Faiella, (213) 229-3259, <u>afaiell@lasd.org</u> • Lt. Marshall Yelverton, (323) 881-8002, <u>mryelver@lasd.org</u>		

April 5, 2022

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

Dear Supervisors:

APPROVE SOLE SOURCE AMENDMENT NUMBER ONE TO EXTEND CONTRACT NUMBER 78830 WITH DELTAWRX LLC TO PROVIDE CONTINUED COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM CONSULTING SERVICES (ALL DISTRICTS) (3 VOTES)

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION () DISAPPROVE ()

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking approval from the Board to execute Sole Source Amendment Number One (Amendment) to extend Contract Number 78830 (Contract) with Deltawrx LLC to continue developing the technical and business requirements needed to replace the Department's legacy Computer Aided Dispatch (CAD) and records management systems. There will be no additional costs associated with the proposed Amendment. The Contract expires July 9, 2022.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff or his authorized designee to execute the attached Amendment to the Contract with Deltawrx LLC to extend the term of the Contract for two years, from July 10, 2022, through July 9, 2024, with options to extend for two additional one-year periods.

2. Delegate authority to the Sheriff or his authorized designee to execute change notices and amendments to the Contract as applicable to: (1) effectuate assignment of rights and/or delegation of duties under the Contract in the event of the contracting entity's merger, acquisition, or other corporate change; (2) modify the Contract to include new and/or revised standard County contract provisions adopted by the Board as required from time to time; (3) execute one or more of the extension options if it is in the best interest of the County; and (4) terminate the Contract, either in whole or in part, by provision of a ten-day written notice if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Department to make informed decisions on how to best replace the aging hardware platforms, operating systems, and software currently being used by the legacy CAD and records management systems.

CAD is a subsystem of the Mobile Digital Communications System and operates 24/7. Its primary purpose is to reduce audible voice traffic on the Sheriff's radio system by dispatching routine calls-for-service via typed messages read by deputies from the mobile digital computer screens installed in patrol cars. CAD has been a vital piece of the Department's communications since implemented in 1989.

The Los Angeles Regional Crime Information System (LARCIS) is the Department's current records management system. It has been the Department's primary electronic crime reporting data repository since 2000.

Both the CAD and LARCIS are built on technologies that are no longer supported. They are increasingly difficult to maintain, update, and modify to ensure compliance with changing business requirements, as well as state and federal laws.

During the COVID-19 pandemic, both Deltawrx LLC and the Department experienced unforeseen setbacks and delays in the development of the technical and business requirements for the replacement systems. To date, completed deliverables include the project control document, the joint application review sessions, and the gap analysis for the CAD. The Department estimates that the draft Statement of Work (SOW) for the CAD is 80% complete and the draft SOW for the records management system is 40% complete. Development of the technical and business requirements for the records management system is pending.

Implementation of Strategic Plan Goals

The consulting services provided under this Contract support the County's Strategic Plan, Goal III.2.3 – Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency, by replacing legacy systems to efficiently and securely utilize the most current technology for public safety services.

FISCAL IMPACT/FINANCING

There are no additional costs associated with the proposed Amendment. Funding for all work and deliverables contemplated in the original contract has been identified. The Department was responsible for ensuring it had adequate funding in its operating budget prior seeking approval of the existing Contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 10, 2018, the Board approved the Contract with Deltawrx LLC for a term of two years, with two one-year option periods, to provide CAD and records management system consulting services. The services include gathering technical information, drafting technical documentation, and providing consultative services throughout the solicitation processes for both the CAD and records management systems.

In 2020, the Department executed the first one-year extension option to the Contract.

In 2021, the Department executed the final one-year extension option to the Contract.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action does not include any new IT items that would necessitate a formal written CIO Analysis.

The Amendment has been approved as to form by County Counsel.

CONTRACTING PROCESS

On November 10, 2021, pursuant to Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into negotiations for a sole source Amendment to extend the term of the Contract.

Deltawrx LLC has successfully demonstrated the ability to gather relevant information and generate the documentation necessary to produce a competitive solicitation to replace both the CAD and LARCIS systems. Extending the existing Contract is more efficient than soliciting for a replacement consulting agreement, which would likely require as much time as allowing the Contractor to conclude its work at no additional cost to the County.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will prevent the disruption of progress toward developing the technical and business requirements for a solicitation to replace essential communication and information systems, and will allow the Contractor to provide consulting services for the solicitation process within its current Contract scope.

CONCLUSION

Upon Board approval, please return two adopted copies of this Board letter to the Department's Contracts Unit.

Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI UNDERSHERIFF PETER LOO A/CHIEF INFORMATION OFFICER

AV:TKM:JK:jk (Fiscal Administration Bureau/Contracts Unit)

Enclosures

c: Board of Supervisors, Justice Deputies Celia Zavala, Executive Officer, Board of Supervisors Fesia Davenport. Chief Executive Officer Sheila Williams, Senior Manager, Chief Executive Office (CEO) Rene Phillips, Manager, CEO Jocelyn Ventilacion, Principal Analyst, CEO Anna Petrosyan, Analyst, CEO Rodrigo A. Castro-Silva, County Counsel Elizabeth D. Miller. Chief Legal Advisor. Legal Advisory Unit Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit Timothy K. Murakami, Undersheriff John L. Satterfield, Chief of Staff, Office of the Sheriff Conrad Meredith, Division Director, Administrative Services Division (ASD) Brian Yanagi, Acting Chief, Technical Services Division (TSD) Judy A. Anderson. Acting Commander. TSD Glen C. Joe, Assistant Division Director, ASD Rick Cavataio, Director, Fiscal Administration Bureau (FAB) David C. Sum, Captain, Communications & Fleet Management Bureau (CFMB) David E. Culver, Assistant Director, FAB Marshall R. Yelverton, Lieutenant, CFMB Vanessa C. Chow, Sergeant, ASD Angelo Faiella, Contracts Manager, Contracts Unit (CU) George Y. Hou, Supervising Criminalist, SSB Kristine D. Corrales, Deputy, ASD Tony Liu, Senior Contracts Analyst, CU Joanna Kim, Contracts Analyst, CU (Contracts - Deltawrx 04-05-22)

SOLE SOURCE QUESTIONNAIRE

It is the policy of the County, to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

NOTE: Please refer to Procedure P-3700 of the ISD Purchasing Policies on Procedures Manual.

DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION FOR <u>COMPUTER AIDED DISPATCH (CAD) AND RECORDS MANAGEMENT</u> <u>SYSTEM (RMS) CONSULTING SERVICES</u> MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS:

Justification - Commodity/Services

1. What is being requested?

Continued consulting services for drafting of the technical documents to be used for the eventual replacement of the Sheriff's Department's Computer Aided Dispatch (CAD) system and Records Management System (RMS).

2. Why is the product needed? – How will it be used?

The required technical documentation is needed for the release of an RFP for CAD and RMS.

3. Is this brand of product the only one that meets the user's requirements? If yes, what is unique about the product?

Yes, due to the ongoing and continued contract that has been in place with Deltawrx. Changing consultants mid-stream would result in lost time for the Department in producing RFPs for two critical systems that are in need of replacement and are critical to Department operations.

4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user's requirements?

Yes, this vendor was selected as the result of an open competitive RFP.

5. Will purchase of this product avoid other costs, e.g. data conversion, training, purchase of additional hardware, etc.?

Yes, having to start over would cost the Department valuable time which has been used to gather both the technical and business requirements for the Department.

6. Is the product proprietary or is it available from various dealers? Have you verified this?

N/A

7. Reasonableness of Price. Does the County obtain a special or pricing not available to the private sector? How does County pricing compare with other governmental entities?

Consulting services were obtained via an open competitive RFP process. Contract is already in place with pricing.

8. If this purchase is an upgrade of existing equipment, what is the dollar value of existing equipment and the purchase order number for the existing equipment?

N/A

Justification - Consulting Services

Justifying sole source for consulting services is more complicated than for commodities. Each transaction is unique, there is no simple formula to follow, and there are subjective factors to be considered. The following reasons have been used previously to justify sole source successfully:

- 1. No other vendor offers a service or employs personnel meeting the minimum requirements.
- 2. The client department's required time frame for project completion is critical and cannot be exceeded without extreme hardship.
- 3. The cost to continue with the same consultant is less than the cost for any other consultant due to the time necessary to get up to speed (learning curve) with the project.
- 4. A unique and proprietary solution has been offered which is determined to be in the best interest of the County.

SOLE SOURCE CHECKLIST

_

Department Name:

- □ New Sole Source Contract
- Sole Source Amendment to Existing Contract
 Date Existing Contract First Approved:

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an "Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."
	Compliance with applicable statutory and/or regulatory provisions.
	Compliance with State and/or federal programmatic requirements.
	 Services provided by other public or County-related entities.
	Services are needed to address an emergent or related time-sensitive need.
	The service provider(s) is required under the provisions of a grant or regulatory requirement.
	Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	It is more cost-effective to obtain services by exercising an option under an existing contract.
	It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

This Amendment Number One (hereinafter "Amendment") to Contract Number 78830 (hereinafter "Contract") is entered into by and between County of Los Angeles (hereinafter "County") and Deltawrx LLC (hereinafter "Contractor") and effective as of July 10, 2022.

- A. WHEREAS, on July 10, 2018, County and Contractor entered into the Contract to provide Consulting Services (hereinafter "Services") to develop the technical and business requirements for new solutions to replace the existing Computer Aided Dispatch and Records Management System for the Los Angeles County Sheriff's Department (hereinafter "Department"); and
- B. WHEREAS, the Contract had an Initial Term, as defined in the Contract, with two additional one-year options, both automatically exercised by County; and
- C. WHEREAS, the Contract currently expires on July 9, 2022; and
- D. WHEREAS, County desires to extend the Term of the Contract for an additional two-year period from July 10, 2022, through and including July 9, 2024, with two additional one-year options to be exercised at County's discretion; and
- E. WHEREAS, County and Contractor agree to (1) extend the Term of the Contract from July 10, 2022 through and including July 9, 2024, plus two additional one-year options; (2) update the County-mandated provisions regarding Assignment and Delegation, Consideration of Hiring County Employees Targeted for Layoff or On Re-Employment List, County's Quality Assurance Plan, Facsimile Representations, and Workers' Compensation and Employers' Liability; (3) add the County-mandated provisions regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer, Compliance with Fair Chance Employment Practices, Compliance with the County Policy of Equity, Prohibition from Participation in Future Solicitation(s), and COVID-19 Vaccinations of County Contractor Personnel; and (4) add Exhibit L (COVID-19 Vaccinations of County Contractor Personnel) of the Contract in accordance with the County-mandated provision.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, County and Contractor hereby agree as follows:

1. Paragraph 4 (Term of Contract) of the Contract is deleted in its entirety and replaced as follows to extend the Term of the Contract for two years from July 10, 2022, through and including July 9, 2024, plus two additional one-year options:

4. TERM OF CONTRACT

- 4.1 The term of this Contract shall commence July 10, 2018, and shall terminate on July 9, 2024, unless sooner terminated or extended, in whole or in part, as provided in this Contract (hereinafter "Initial Term").
- 4.2 At the end of the Initial Term, County may, at its sole option, extend this Contract for up to two (2) additional one-year terms (hereinafter "Extended Term") one year at a time; provided, however, that if County elects not to exercise its option to extend at the end of the Initial Term or the Extended Term, as applicable, the remaining option(s) shall lapse. County shall be deemed to have exercised its extension options automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term or the Extended Term, as applicable, the remaining opticable, the Sheriff or designee notifies Contractor in writing that County elects not to extend the Contract pursuant to this Paragraph 4 (Term of Contract).
- 4.3 Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County's Project Director, with a copy to County's Project Manager, at the address set forth in Exhibit E (County's Administration).
- 4.4 County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether County will exercise a Contract term extension option.
- 2. Paragraph 9 (Assignment and Delegation) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision:

9. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 9.1 Contractor shall notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.
- 9.2 Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior

written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

- 9.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 3. Paragraph 16 (Consideration of Hiring County Employees Targeted for Layoff or On Re-Employment List) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision:

16. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY 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.

4. Paragraph 22 (County's Quality Assurance Plan) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision:

22. COUNTY'S QUALITY ASSURANCE PLAN

County or its agent(s) will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and

performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

5. Paragraph 25 (Facsimile Representations) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision:

25. COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Paragraph 8 (Change Notices and Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Change Notices and Amendments to this Contract.

6. Paragraph 31.4.3 (Workers' Compensation and Employers' Liability) of the Contract is deleted in its entirety and replaced as follows to update the County-mandated provision:

31.4.3 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers Compensation and Employers' Liability insurance or qualified selfinsurance 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. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. 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.

7. Paragraph 5.6 (Default Method of Payment: Direct Deposit or Electronic Funds Transfer) is added to the Contract as follows to add the County-mandated provision:

5.6 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

- 5.6.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.
- 8. Paragraph 69 (Compliance with Fair Chance Employment Practices) is added to the Contract as follows to add the County-mandated provision:

69. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

9. Paragraph 70 (Compliance with the County Policy of Equity) is added to the Contract as follows to add the County-mandated provision:

70. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

Contractor acknowledges that County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<u>https://ceop.lacounty.gov/</u>). Contractor further acknowledges that County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its subcontractors to uphold County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

10. Paragraph 71 (Prohibition from Participation in Future Solicitation(s)) is added to the Contract as follows to add the County-mandated provision:

71. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in

the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Contract.

11. Paragraph 72 (COVID-19 Vaccinations of County Contractor Personnel) is added to the Contract as follows to add the County-mandated provision:

72. COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- 72.1 At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract, "In-Person Services").
- 72.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 72.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic

copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

- 72.4 Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
 - a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
 - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

- c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- 72.5 In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit L (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.
- 12. Exhibit L (COVID-19 Vaccination Certification of Compliance), attached hereto, is added to the Contract.
- 13. Except as expressly provided in this Amendment, all other provisions, terms, and conditions of the Contract shall remain the same and in full force and effect.
- 14. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number One to be executed by their duly authorized representatives on the dates written below.

> COUNTY OF LOS ANGELES ALEX VILLANUEVA, SHERIFF

By:______ TIMOTHY K. MURAKAMI, UNDERSHERIFF

Date:

DELTAWRX LLC

Signed: _____

Printed: _____

Title:

Date: _____

APPROVED AS TO FORM: **RODRIGO A. CASTRO-SILVA** County Counsel

By:___

CAMMY C. DuPONT Principal Deputy County Counsel

Certification of Compliance Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, Michael P. Thayer _____, on behalf of _DELTAWRX

(the "Contractor"), certify that on County Contract(s) #78830

 \mathbf{V} All Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance.

Most Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are: [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors.

I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

Digitally signed by 79069590f136-4640-aaf2-438e39728848 Date: 2021.12.28 14:32:12 -08'00'

12/28/21

Date

Signature

Partner

Title

DELTAWRX LLC

Company/Contractor Name

EXHIBIT L – COVID-19 VACCINATION CERTIFICAITON OF COMPLIANCE CAD AND RMS CONSULTING SERVICES

District Attorney Budget Priorities



FY 2022-2023 March 30, 2022

Board Priorities and Initiatives

Justice Reform

Alternatives to Incarceration

Anti-racism, Diversity, and Inclusion

Homelessness

Poverty Alleviation

District Attorney Policy Alignment



Request - Alternatives to Incarceration

Items Requested

Community Engagement (*new*)

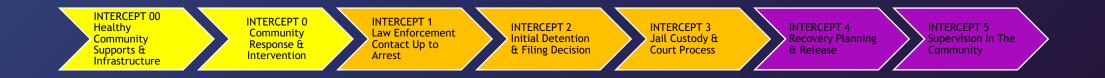
• DA's Field Deputy (5)



Community Engagement (*new*)

• Provides dedicated staff to focus on constituent issues across Los Angeles County and respond to Board inquiries from each Supervisorial District.





Request - Special Operations

Items Requested

Violence Prevention and Community Engagement

• Family Assistance Fund (S&S \$500,000) This fund would allow the District Attorney to provide services and programming for victims and next-ofkin that are not currently eligible for resources based on existing funding criteria.



Request - Prosecution Support Operations

Items Requested

Murder Resentencing

- Deputy District Attorney III (3)
- Deputy District Attorney IV (3)
- Paralegal (1)
- Legal Office Support Assistant II (1)

Murder Resentencing

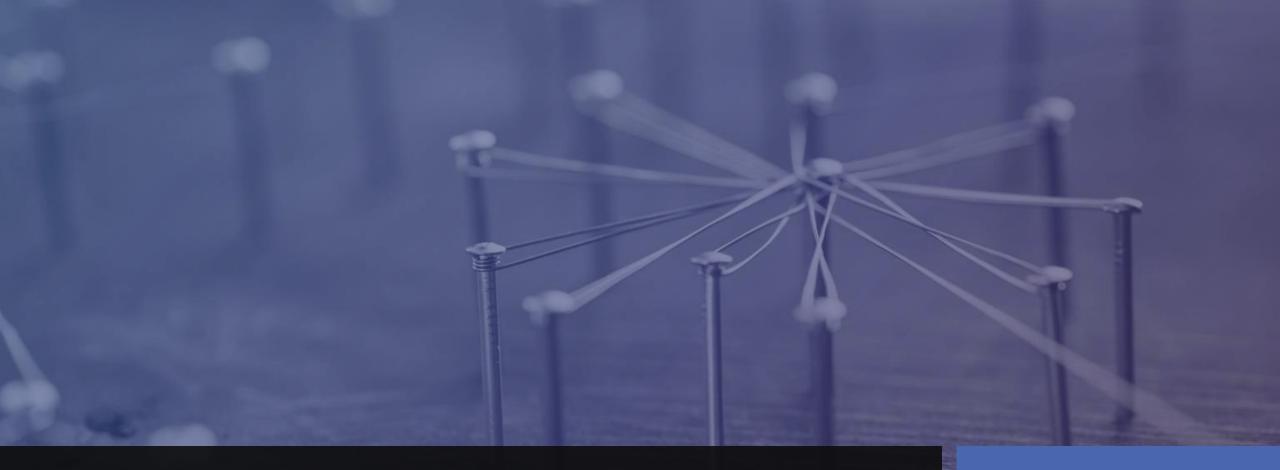
• New legislation (SB775) effective January 2022 requires the review of eligible murder and manslaughter cases.



Key Issues and Challenges

- Resentencing
- Resumption of Court Operations
- Vacancies and Attrition
- Implementing Routine Telework
- Item Control Management





Open Discussion