



REQUEST FOR PROPOSALS

LABORATORY COURIER SERVICES



MARCH 10, 2011
Prepared By
County of Los Angeles
Department of Public Health

**REQUEST FOR PROPOSALS (RFP)
LABORATORY COURIER SERVICES**

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1.0 INTRODUCTION

1.1 Purpose

The Los Angeles County Department of Public Health (DPH or Department) is issuing this Request for Proposals (RFP), in collaboration with the Department of Health Services (DHS or Department), to solicit proposals from qualified laboratory courier contractors for the provision of services transporting laboratory specimens, reports, supplies, and other materials to and from designated locations within Los Angeles County in accordance with the attached Statement of Work (SOW), Appendix B.

Laboratory courier services are currently provided by a private contractor. The purpose of this RFP is to select one contractor for recommendation of award of a separate contract with each Department to commence services immediately upon expiration of the current contract and ensure there is no gap in service.

Contracts will be entered pursuant to Los Angeles County Code Section 2.121.250 et seq. which empowers the County to enter into contracts for the provision of services which are currently performed, or could be performed, by County employees, upon a finding by the Board of Supervisors that such services could be more economically performed by independent contractors. Any contract awarded as a result of this RFP shall be subject to the County's Living Wage Program further described in Appendix K, Living Wage Ordinance. Interested and qualified laboratory courier proposers who meet the requirements as set forth in this RFP, Paragraph 1.4, Minimum Mandatory Requirements to Participate, may submit a proposal.

1.2 Overview of Solicitation Document

This Request for Proposals (RFP) is composed of the following parts:

- **INTRODUCTION:** Specifies the Proposer's minimum requirements and provides information regarding the requirements of the Contract and the solicitation process.
- **PROPOSAL SUBMISSION REQUIREMENTS:** Includes instructions to Proposers in how to prepare and submit their proposal.
- **SELECTION PROCESS AND EVALUATION CRITERIA:** Includes information on how the proposals will be selected and evaluated.
- **APPENDICES:**
 - **A - SAMPLE CONTRACT:** Identifies the terms and conditions in the Contract.
 - **B - STATEMENT OF WORK:** Explains in detail the required services to be performed by the Contract.
 - **C - STATEMENT OF WORK EXHIBITS:** Exhibits to the Statement of Work.

- **D - REQUIRED FORMS:** Forms that must be completed and included in the proposal.
- **E - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department requesting a Solicitation Requirements Review
- **F - COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County policy.
- **G - JURY SERVICE ORDINANCE:** County Code.
- **H - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
- **I - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
- **J - SAFELY SURRENDERED BABY LAW:** County program.
- **K - LIVING WAGE ORDINANCE:** County Code.
- **L - DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT:** County Code
- **M - GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS:** Guidelines that will be used to determine whether the County will deduct evaluation points for labor/law payroll violations.
- **N - BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION:** An information sheet intended to assist Nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources.
- **O - DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Code

1.3 Terms and Definitions

Throughout this RFP, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Appendix A, Sample Contract, Paragraph 2.0, Definitions.

1.4 Minimum Mandatory Requirements

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix B, Statement of Work of this RFP are invited to submit a proposal, provided they meet the following requirement(s):

1.4.1 Proposer must have three (3) consecutive years experience, within the last five (5) years, providing laboratory courier services equivalent or similar to the services identified in Appendix B, Statement of Work to hospitals, medical groups, or satellite laboratories.

1.4.2 Proposer must attend the Mandatory Proposers Conference.

1.5 County Rights & Responsibilities

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available on the Los Angeles County Website at <http://camisvr.co.la.us/lacobids/>, and <http://publichealth.lacounty.gov/cg/index.htm>. Addendum shall be e-mailed to each person or organization which County records indicate has attended the Mandatory Proposer's Conference. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.6 Contract Term

The Contract term shall be for a period of five (5) years. At the conclusion of the five year period, the County shall have the option to extend the term on a six (6) month-to-month basis not to exceed, in aggregate, a maximum total contract term of five years, 6 months. The six (6) month-to-month extensions shall be exercised at the sole discretion of the Department.

1.7 Contract Rates

The Contractor's rates shall remain firm and fixed for the first three (3) years of the contract. In the last two years of the Contract, the Contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries; no cost of living adjustments will be granted. Where the County decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

1.8 Days of Operation

The Contractor shall be required to provide laboratory courier services that include Routine Route and Non-Routine Services to County, 365 days a year, twenty-four (24) hours a day, on a seven (7) days a week basis, including holidays and in times of riot, insurrection, civil unrest, natural disaster, or a similar event when such services are physically possible to provide.

1.9 Contact with County Personnel

All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

County of Los Angeles / Department of Public Health
Contracts and Grants Division
313 N. Figueroa Street, 6th Floor West
Los Angeles, CA 90012
Attn: Paula McGehee, Solicitations Manager
Fax: (213) 240-8343
Electronic Mail: pmcgehee@ph.lacounty.gov

Proposer is admonished not to contact any other County personnel in regards to this solicitation other than the person listed above, or a County appointed designee. If it is discovered that Proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their proposal from further consideration.

1.10 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant contract, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

1.11 Mandatory Requirement to Register on County's WebVen

Prior to a contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://lacounty.info/doing_business/main_db.htm.

1.12 County Option to Reject Proposals/Cancel Solicitation Process

- 1.12.1 The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.
- 1.12.2 The County may, at its sole discretion, with or without cause, cancel the solicitation process if the County determines it is in its best interest.

1.13 Protest Policy Review Process

- 1.13.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.13.3 below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Sections below. Under any such review, it is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed contract award, as the case may be.
- 1.13.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.
- 1.13.3 **Grounds for Review**
Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:
- Review of Solicitation Requirements (Reference Sub-paragraph 2.4 in the Proposal Submission Requirements Section)
 - Review of a Disqualified Proposal (Reference Sub-paragraph 3.3 in the Selection Process and Evaluation Criteria Section)
 - Review of Proposed Contractor Selection (Reference Sub-paragraph 3.7 in the Selection Process and Evaluation Criteria Section)

1.14 Notice to Proposers Regarding the Public Records Act

- 1.14.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, at such time as:
- (a) with respect to the recommended Proposer's proposal, Department completes contract negotiations and obtains a letter from an

authorized officer of the recommended Proposer that the negotiated contract is a firm offer of the recommended Proposer, which shall not be revoked by the recommended Proposer pending the Department's completion of the process under Board Policy No. 5.055 and approval by the Board of Supervisors (Board); and

- (b) with respect to each Proposer requesting a County Review Panel, the County Review Panel convenes as a result of such Proposers' request; and
- (c) with respect to all other Proposers, Department of Public Health recommends the recommended Proposer(s) to the Board and such recommendation appears on the Board agenda, proposals submitted in response to this solicitation become a matter of public record, with the exception of those parts of each proposal which are justifiably defined as business or trade secrets, and, if by the proposer, plainly marked as "Trade Secret," "Confidential," or "Proprietary."

1.14.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.15 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in the - Appendix A, Sample Contract, Sub-paragraph 8.23. The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in the Appendix A, Sample Contract, Sub-paragraphs 8.24 and 8.25.

1.16 INTENTIONALLY OMITTED

1.17 Injury & Illness Prevention Program (IIPP)

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.18 Background and Security Investigations

Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Contractor.

1.19 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in Sub-paragraph 7.5 and the Independent Contractor Status provision contained in Sub-paragraph 8.22 in Appendix A, Sample Contract.

1.20 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix D - Required Forms Exhibit 6, Certification of No Conflict of Interest.

1.21 Determination of Proposer Responsibility

1.21.1 A responsible Proposer is a Proposer 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 Proposers.

1.21.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

1.21.3 The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer 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 Proposer'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 omission 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.

- 1.21.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 1.21.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- 1.21.6 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

1.22 Proposer Debarment

- 1.22.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other 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 the County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer 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 Proposer'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.
- 1.22.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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- 1.22.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.22.4 After consideration of any objections, or if no objections are received, 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.
- 1.22.5 If a Proposer has been debarred for a period longer than five (5) years, that Proposer 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 Proposer 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.
- 1.22.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer 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.

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- 1.22.7 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.
- 1.22.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.
- 1.22.9 Appendix H provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.23 Proposer's Adherence to County's Child Support Compliance Program

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.24 Gratuities

1.24.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

1.24.2 Proposer Notification to County

A Proposer shall immediately report any attempt by a County officer, employee or agent 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. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

1.24.3 Form of Improper Consideration

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

1.25 Notice to Proposers Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix D - Required Forms Exhibit 7, as part of their proposal.

1.26 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. Reference Appendix I.

1.27 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix D - Required Forms Exhibit 10, along with their proposal.

1.28 County's Quality Assurance Plan

After contract award, the County or its agent will evaluate the Contractor's performance under the contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in Appendix B, Statement of Work. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

1.29 Recycled Bond Paper

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Appendix A, Sample Contract, Sub-paragraph 8.39.

1.30 Safely Surrendered Baby Law

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

1.31 County Policy on Doing Business with Small Business

1.31.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

1.31.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Sub-paragraph 1.33 of this Section.

1.31.3 The Jury Service and Living Wage Programs, provide exceptions to the Programs if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other.

Further explanations of these two Programs are provided in Sub-paragraph 1.32 - Jury Service Program and Sub-paragraph 1.37 - Living Wage Program of this Section.

- 1.31.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

1.32 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix G, and the pertinent jury service provisions of the Sample Contract, Appendix A, Sub-paragraph 8.8, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors.

Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 1.32.1 The Jury Service Program requires Contractors and their Subcontractors to 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. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

- 1.32.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The

second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 1.32.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception, Exhibit 11 in Appendix D - Required Forms, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.33 Local Small Business Enterprise Preference Program

- 1.33.1 The County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small business and 2) has had its principal office located in Los Angeles County for at least one year. The business must be certified by the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
- 1.33.2 To apply for certification as a Local SBE, businesses may register at the Office of Affirmative Action Compliance's web-site at:
<http://oaac.co.la.ca.us/contract/sbemain.html>
- 1.33.3 Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach the Local SBE Certification Letter to the Required Form - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form - Exhibit 8 in Appendix D - Required Forms with their proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.
- 1.33.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

1.34 Local Small Business Enterprise (SBE) Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

1.35 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Required Form - Exhibit 1 - Proposer's Organization Questionnaire/Affidavit. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration.

1.36 Transitional Job Opportunities Preference Program

1.36.1 In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the Department with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting Department.

1.36.2 Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable Department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Proposer that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

1.36.3 To request the Transitional Job Opportunities Preference, Proposer must complete the Transitional Job Opportunities Preference Application – Exhibit 22 in Appendix D – Required Forms and submit it along with all supporting documentation with their proposal.

1.37 Living Wage Program

The prospective Contract is subject to the requirements of the County's Living Wage Program (Los Angeles County Code Chapter 2.201). Prospective Contractors should carefully read the Living Wage Ordinance, Appendix K, and the pertinent living wage provisions of the Sample Contract, Appendix A, Subparagraph 9.1, both of which are incorporated by reference into and made a part of this RFP. The Living Wage Program applies to both Contractors and their Subcontractors. Proposals that fail to comply with the requirements of the Living Wage Program may be considered non-responsive and excluded from further consideration.

- 1.37.1 Evaluation of Contractor's History of Labor Law/Payroll Violations: In evaluating proposals, the County will review a contractor's history of labor law/payroll violations (including but not limited to violations or pending claims 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). To facilitate this process, contractors must submit with their proposal a completed Acknowledgment and Statement of Compliance form, as set forth in Appendix D - Required Forms Exhibit 16, and disclose on that form: 1) any determination by a public entity within three (3) years of the date of the proposal that the Firm committed a labor law/payroll violation, and 2) any pending claim which involves an incident of labor law/payroll violation occurring within three years of the date of the proposal. Applying established criteria, the County may deduct from 1 to 20 percent of the maximum number of available evaluation points for labor law/payroll violations, with substantially increased deductions for a contractor's failure to disclose reportable violations (See Appendix M, "Guidelines for Assessment of Proposer Labor Law/Payroll Violations). "Pending claims" (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board of Supervisors before a contract is awarded.
- 1.37.2 If a Proposer believes that it does not fall within the Living Wage Program's definition of Employer or that it meets any of the exceptions to the Living Wage Program, then the Proposer must complete and submit to the County, by the date indicated in Paragraph 2.3, March 30, 2011, the Application for Exemption, as set forth in Appendix D - Required Forms Exhibit 19, and include in its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Proposer's application, the County will determine, in its sole discretion, whether the Proposer falls within the definition of Employer or meets any of the exceptions to the Living Wage Program. The County's decision will be final.

Note that the collective bargaining agreement exception applies if it is demonstrated to the County that the agreement is bona fide and that the agreement expressly provides that it supersedes all of the provisions of the Living Wage Program, or (if not all) those specific provisions that are superseded. The Contractor is subject to any provision of the Living Wage Program not expressly superseded by the collective bargaining agreement.

- 1.37.3 The Living Wage Program requires Contractors and their Subcontractors to pay their full-time employees providing services to the County no less than a living wage. The County has established the Living Wage as \$11.84 per hour without health benefits, and \$9.64 per hour with health benefits. In order to qualify for paying the lower hourly Living Wage rate, the Contractor must pay at least \$2.20 per hour toward the provision of a bona fide health care benefit plan for each employee and any dependents. Each Proposer must complete the Contractor Living Wage Declaration, Exhibit 18, as set forth in Appendix D - Required Forms, and submit it with the proposal.
- 1.37.4 The Proposer must submit with its proposal a staffing plan using the Contractor Staffing Plan, as set forth in Appendix D - Required Forms Exhibit 20, using full-time employees for the Contract. The Proposer will be required to assign and use full-time employees to provide services under the Contract, unless the Proposer demonstrates to the satisfaction of the County the need to use non-full-time employees based on staffing efficiency or the County requirements of an individual job. If a Proposer desires to assign and use non-full-time employees to provide services under the Contract, the Proposer must submit to the County, along with its proposal, a written request detailing the Proposer's request and justification, and providing all necessary documentation to substantiate the request. Based on the County's review of the Proposer's request and supporting documentation, the County shall determine, in its sole discretion, whether the Proposer may use non-full-time employees to provide services under the Contract. The County's decision will be final.
- 1.37.5 If the Contract involves the provision of services which were previously provided under a contract that was or will be terminated prior to its expiration, then the Contractor is required to provide employment for the predecessor Contractor's employees. The Contractor must offer employment to all such retention employees who are qualified for such jobs and who were employed by the predecessor Contractor for at least six (6) months prior to the new contract. However, the Contractor is not required to hire a retention employee who has been convicted of a crime related to the job or the employee's job performance or who fails to meet any other County requirement for employees of the Contractor. The

Contractor may not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

- 1.37.6 Throughout the term of the Contract, the Contractor and its Subcontractor(s) will be required to submit periodic monitoring reports for each employee providing services under the Contract, certifying under penalty of perjury, the hours worked, wages paid and amounts paid towards each employee's health benefits.
- At any time during the term of the Contract, the County may conduct an audit of the Contractor's records as well as field visits with the Contractor's employees to ascertain compliance with the Living Wage Program.
 - The Contractor will be required to place specified Living Wage posters at the Contractor's place of business and locations where the Contractor's employees are working. The Contractor will also be required to distribute County-provided notices to each of its employees providing services to the County at least once per year.
- 1.37.7 The Contractor will have to demonstrate a history of business stability, integrity in employee relations and financial ability to pay the Living Wage.
- 1.37.8 Violations of the provisions of the Living Wage Program will subject the Contractor to withholding of monies owed the Contractor under the contract, liquidated damages, possible termination and/or debarment from future County contracts in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment, Appendix L.
- 1.37.9 Contractors that submit false information may be barred from participating in the prospective contract and future County contracts in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment, Appendix L.

1.38 Health Insurance Portability and Accountability Act of 1996 and Health Information Technology for Economic and Clinical Health Act

Contractor shall be required to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and with the Health Information Technology for Economic and Clinical Health (HITECH) Act provision as contained in Appendix A, Sample Contract, Exhibit N.

1.39 Proposer's Charitable Contributions Compliance

- 1.39.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read the Background and Resources: California Charities Regulations, Appendix N. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.
- 1.39.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Exhibit 21 as set forth in Appendix D - Required Forms. A completed Exhibit 21 is a required part of any contract with the County.
- 1.39.3 In Exhibit 21, prospective contractors certify either that:
- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County contract, **OR**
 - they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.
- 1.39.4 Prospective County contractors that do not complete Exhibit 21 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

1.40 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix O, and the pertinent provisions of the Sample Contract, Appendix A, Sub-paragraph 8.51 and 8.52, both of which

are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their subcontractors. Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Exhibit 23 in Appendix D – Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.41 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

- 1.41.1 Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred or excluded from securing federally funded contracts. At the time of proposal submission, Proposer must submit a certification, as set for in Appendix D – Required Forms, Exhibit 24, attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should the proposal identify prospective subcontractors, or should Proposer intend to use subcontractors in the provision of services under any subsequent contract, Proposer must submit a certification, completed by each subcontractor, attesting that neither the subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.
- 1.41.2 Failure to provide the required certification may eliminate the proposal from consideration.
- 1.41.3 In the event that Proposer and/or its subcontractor(s) is or are unable to provide the required certification, Proposer instead shall provide a written explanation concerning its and/or its subcontractor's inability to provide the certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded

contracts. Finally, the written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this Request for Proposals.

- 1.41.4 The written explanation shall be examined by the County to determine, in its full discretion, whether further consideration of the proposal is appropriate under the federal law.

2.0 PROPOSAL SUBMISSION REQUIREMENTS

This Section contains key project dates and activities as well as instructions to Proposers in how to prepare and submit their proposal.

2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

2.3 RFP Timetable

The timetable for this RFP is as follows:

- Release of RFP March 10, 2011
- Request for a Solicitation Requirements Review Due March 23, 2011
- Written Questions Due..... March 23, 2011
- Submission of Application for
Exemption to Living Wage Program..... March 30, 2011
- Questions and Answers Released April 1, 2011
- Mandatory Proposers Conference April 6, 2011
- **Proposals due** by 3 p.m. (Pacific Time) on Thursday, April 13, 2011

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E - Transmittal Form to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

4. The request for a Solicitation Requirements Review asserts either that:
- a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date. All requests for a Solicitation Requirements Review should be submitted to Paula McGehee, Solicitations Manager, as specified in Paragraph, 1.9 of the RFP.

2.5 Proposers' Questions

Proposers may submit written questions regarding this RFP by mail, fax or e-mail to the individual identified below. All questions must be received by **March 23, 2011**. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions, please specify the RFP section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from Proposer. Questions should be submitted to Paula McGehee, Solicitations Manager, at the address specified in Paragraph, 1.9 of the RFP:

2.6 Submission of Application for Exemption to Living Wage Program

If a Proposer believes that it does not fall within the Living Wage Program's definition of Employer or that it meets any of the exceptions to the Living Wage Program, then the Proposer must complete and submit to the County, by the date indicated in Paragraph 2.3, the Application for Exemption, as set forth in Appendix D - Required Forms Exhibit 19, including all necessary documentation to support the claim. Proposer will be notified of the County's decision.

2.7 Mandatory Proposers Conference

A **Mandatory Proposers Conference** will be held to discuss the RFP and Living Wage Requirements. County staff will respond to questions from potential Proposers. All potential Proposers **must** attend this conference or their proposals will be rejected (disqualified) without review and eliminated from further consideration.

Proposers should arrive at least 10-15 minutes in advance to allow for parking and registration. Proposer's should bring a copy of the RFP, potential questions, and note taking material. In an effort to conserve paper and other resources, hard copies of the RFP will not be available. Late arrivals will not be admitted into the conference, doors will be closed promptly at 10 a.m. The County will not provide, validate, or pay for parking.

The Mandatory Proposers Conference is scheduled as follows:

Wednesday, April 6, 2011
10 a.m. - Noon
Central Health Center
241 N. Figueroa Street, Room 152
Los Angeles, CA 90012

2.8 Preparation of the Proposal

All Proposals must be bound and submitted in the prescribed format. Any Proposal that deviates from this format may be disqualified without review at the County's sole discretion.

One Business Proposal that includes both Departments must be submitted. The Cost Proposal shall include the proposed pricing and supporting forms for each Department.

2.9 Business Proposal Format

The content and sequence of the proposal must be as follows:

- a. Proposer's Organization Questionnaire/Affidavit and Required Support Documents for Corporations and Limited Liability Companies
- b. Table of Contents
- c. Executive Summary (Section A)
- d. Proposer's Qualifications (Section B)
- e. Proposer's Approach to Providing Required Services (Section C)
- f. Proposer's Quality Control Plan (Section D)
- g. Terms and Conditions in Sample Contract: Acceptance of / or Exceptions to (Section E)
- h. Business Proposal Required Forms (Section F)
- i. Living Wage Compliance (Section G)

- j. Proof of all applicable Licenses/Certifications (Section H)
- k. Proof of Insurability (Section I)
- l. Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76) (Section J)

2.9.1 Proposer’s Organization Questionnaire/Affidavit and Required Support Documentation

The Proposer shall complete, sign and date the Proposer’s Organization Questionnaire/Affidavit - Exhibit 1 as set forth in Appendix D. **The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.**

Taking into account the structure of the Proposer’s organization, Proposer shall determine which of the below referenced supporting documents the County requires. If the Proposer’s organization does not fit into one of these categories, upon receipt of the Proposal or at some later time, the County may, in its discretion, request additional documentation regarding the Proposer’s business organization and authority of individuals to sign Contracts.

If the below referenced documents are not available at the time of Proposal submission, Proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

**Required Support Documents:
Corporations or Limited Liability Company (LLC):**

The Proposer must submit the following documentation with the Proposal:

- 1) A copy of a “Certificate of Good Standing” with the state of incorporation/organization.
- 2) A conformed copy of the most recent “Statement of Information” as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership:

The Proposer must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

2.9.2 Table of Contents

List all material included in the Proposal. Include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.9.3 Executive Summary (Section A)

Condense and highlight the contents of the Proposer's Business Proposal to provide Department with a broad understanding of the Proposer's approach, qualifications, experience, and staffing.

2.9.4 Proposer's Qualifications (Section B)

Demonstrate that the Proposer's organization has the experience to perform the required services. The following sections must be included:

A. Proposer's Background and Experience (Section B.1)

Provide a description of relevant background information to demonstrate that the Proposer meets or exceeds the minimum requirement(s) stated in Sub-paragraph 1.4 of this RFP and has the capability to perform the required services as a corporation or other entity.

B. Performance History (Section B.2)

It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms - Exhibits 2 and 3.

County may disqualify a Proposer if:

- References fail to substantiate that Proposer, as an entity, provided the services; or
- References fail to substantiate Proposer's description of the services provided; or
- References fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- The Department is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the reference's point of contact of the Department's normal working hours – Monday through Friday, 8 a.m. – 5 p.m. Pacific Standard Time (PST).

The Proposer must complete and include the following Required Forms:

- a. Prospective Contractor References, Exhibit 2
Proposer must provide four (4) references where the same or similar scope of services was provided.
- b. Prospective Contractor List of Contracts, Exhibit 3
The listing must include all Public Entities contracts for the last three (3) years. Use additional sheets if necessary.
- c. Prospective Contractor List of Terminated Contracts, Exhibit 4

Listing must include contracts terminated within the past three (3) years with a reason for termination.

C. Proposer’s Pending Litigation and Judgments (Section B.3)

Identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer. Prospective Contractor Pending Litigation and Judgments, Exhibit 5.

2.9.5 Proposer’s Approach to Providing Required Services (Section C)

Present a clear and detailed description of the methodology the Proposer will use to meet or exceed the requirements set forth in the Appendix B, Statement of Work for each Department. Do not merely attest your firm will comply or restate the requirement. Describe how Proposer will ensure that there will be appropriate staff to provide required Routine Route and Non-Routine laboratory courier services as well as any additional work that may arise during the term of the contract. The objective of this section is to provide sufficient details for the County to evaluate you firm’s abilities to carry out the work set forth in the Statement of Work. Exhibit 20, Contractor Staffing Plan, may be considered in evaluating the work plan. Additional work may come from adding facilities or losing contractors in other contracts. At a minimum, include responses to the following questions in the order specified below:

1. Employee Recruitment and Retention:

- a. How does your firm recruit new employees?
- b. What is the substance of your relationship with proposed staff/drivers, are they employees of your company, employees of a sub-contractor, etc.? If proposed staff/drivers are subcontracted, provide certification that you will comply with Sample Contract, Paragraph 8.40, Subcontracting, along with a description of sub-contractor’s method of compliance with Sample Contract, Paragraph 9.1, County’s Living Wage Program and County’s contract terms and conditions.
- c. What types of selection process do prospective drivers/employees go through?
- d. Are drivers backgrounds checked and if so using what methods?
- e. Describe what type of training/orientation drivers receive before starting work.
- f. What type of probationary periods do drivers have?
- g. What method does your firm use to retain employees?
- h. What is your firms’ driver/employee turnover rate? If applicable, What is the turnover rate for subcontracted drivers?

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- 2. Employee Training and Supervision:**
- a. What types of training do new staff get and how long is the training?
 - b. Specifically discuss scope of training on use of supplies, chemicals, and equipment handling.
 - c. What type of job specific safety training do drivers receive?
 - d. Describe any protective equipment you provide drivers.
 - e. What type of ongoing training do you provide to drivers?
 - f. How do you ensure that drivers satisfy the health and safety standards set forth in the contract and all applicable federal (e.g., DOT) and State (e.g., Cal/OSHA, California Code of Regulations, etc.) laws, ordinances, regulations and directives?
 - g. Describe the method of monitoring procedures used to ensure that all drivers providing services to the County maintain a valid California driver's license.
 - h. Will drivers performing laboratory courier services to County use their own vehicles? If so, describe in detail the method of monitoring procedures used to ensure that all drivers maintain insurance that meets the County's requirement?
 - i. Do you pay for mileage for those drivers who are required to use their own vehicles for the provision of services herein?
 - j. What is your firm's supervisor to driver ratio?
 - k. Are your supervisors working supervisors or do they roam and supervise drivers working in multiple locations?
- 3. Employee Deployment:**
- a. How does your firm handle coverage during driver's/employees' scheduled vacation periods and unscheduled absences (sick days, other)?
 - b. Do you have a group of drivers that fill in on a temporary basis?
 - c. How much lead time will your firm need to assume lab courier services for additional Facilities?
 - d. Would you need to hire additional drivers or do you have a pool of pre-qualified drivers to pull from?
 - e. Describe firm's capability to provide sufficient drivers to perform courier services based on the number of stops required to multiple facilities within Los Angeles County.
- 4. Uniforms and Badges:** Describe the uniforms your employees are required to wear on the job. You may submit pictures of the uniforms. If your employees wear firm identification badges on the job, provide a representative copy of the badges. If applicable, describe subcontracted drivers' uniforms and badges.
- 5. Equipment & Vehicles:** Describe the number and types of vehicles and equipment owned or available for accomplishing the required work. Describe your firm's capability to provide sufficient vehicles to perform courier services based on the number of stops required to multiple Facilities within Los Angeles County. Describe in detail the monitoring procedures your firm uses to ensure that its vehicles meet all applicable, federal, State, and local laws and regulations relating

to the safe operation on the highway. Describe how your firm will ensure that all vehicles used for the provision of laboratory courier services meet Statement of Work, Subparagraph 12.5, Laboratory Courier Vehicles requirements.

6. Proposer’s Green Initiatives

Present a description of proposed plan for complying with the green requirements as described in Paragraph 13.0 of the SOW. Describe your company’s current environmental polices and practices and those proposed to be implemented. For example, describe Proposer’s use of alternate fuel vehicles, and other methods of minimizing toxics, pollution, and hazards to staff and community safety.

2.9.6 Proposer’s Quality Control Plan (Section D)

Present a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix B, Statement of Work.

At a minimum, the following factors should be included in the plan:

- Activities to be monitored to ensure compliance with all Contract requirements;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title/level and qualifications of personnel performing monitoring functions; and
- Documentation methods of all monitoring results, including any corrective action taken.

2.9.7 Terms and Conditions in Sample Contract: Acceptance of / or Exceptions to (Section E)

A. It is the duty of every Proposer to thoroughly review the Sample Contract to ensure compliance with all terms, conditions and requirements. It is the County’s expectation that in submitting a proposal the Proposers will accept, as stated, the County’s terms and conditions in the Sample Contract. However, the Proposers are provided the opportunity to take exceptions to the County’s terms, conditions, and requirements.

B. Section E of Proposer’s response must include:

1. A statement offering the Proposer’s acceptance of or exceptions to all terms and conditions listed in Appendix A, Sample Contract.
2. A statement offering the Proposer’s acceptance of or exceptions to all requirements listed in Appendix B, Statement of Work; and
3. For each exception, the Proposer shall provide:

- An explanation of the reason(s) for the exception;
- The proposed alternative language; and
- A description of the impact, if any, to the Proposer's price.

C. Indicate all exceptions to the Sample Contract by providing a 'red-lined' version of the language in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.

The County reserves the right to determine if Proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.

The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

2.9.8 Business Proposal Required Forms (Section F)

Proposal shall include all completed, signed, and dated forms identified in Appendix D - Required Forms.

(Exhibit 1, Proposer's Organization Questionnaire/Affidavit should be the first page of the Business Proposal)

(Exhibit 2 – 4, should be included in Section B.2 of Business Proposal)

(Exhibit 5, should be included in Section B.3 of Business Proposal)

Exhibit 6 Certification of No Conflict of Interest

Exhibit 7 Familiarity with the County Lobbyist Ordinance Certification

Exhibit 8 Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information

Exhibit 9 Proposer's EEO Certification

Exhibit 10 Attestation of Willingness to Consider GAIN/GROW Participants

Exhibit 11 Contractor Employee Jury Service Program – Certification Form and Application for Exception

(Exhibits 12 – 15, Cost Forms must be included in the Cost Proposal)

(Exhibits 16 – 20, Living Wage Forms must be included in Section G of Business Proposal)

Exhibit 21 Charitable Contribution Certification

Exhibit 22 Transitional Job Opportunities Preference Application

Exhibit 23 Default Property Tax Reduction Program

(Exhibit 24, Certification Regarding Debarment Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions 45 C.F.R. Part 76 form should be included in Section J of Business Proposal)

2.9.9 Living Wage Compliance (Section G)

The Living Wage Program requires that contractors demonstrate during both the solicitation process and the term of their contract business stability, integrity in employee relations, and the financial ability to pay the living wage.

The Living Wage Forms included in Appendix D, Required Forms, should be completed, signed and included in this section of Business Proposal.

A. Financial Capability

Provide copies of the company’s most current and prior two (2) fiscal years (for example 2009 and 2008) financial statements. Financial statements should reflect the financial strength and capability of the company in the provision of required services throughout the term of any resultant Contract, as well as evidence of the Company’s capability to absorb all costs related to the provision of services for a minimum of sixty (60) days, during any resultant Contract. The following accounts must be included in your company’s financial statements:

Balance Sheet Accounts

1. Current Assets
 - Cash
 - Short Term Investments*
 - Accounts Receivable *
2. Current Liabilities
3. Total Assets
4. Total Liabilities
5. Owner’s/Shareholder’s Equity

Income Statement Accounts

1. Total Operating Expenses (before taxes)
 - Bad Debts *
 - Depreciation*
 - Amortization*
2. Total Expenses
3. Gross Income
4. Net Income

*** may be excluded if they do not apply to your company’s operations**

It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

B. Proposer's Staffing Plan

Proposer must submit a separate staffing plan for each Department comprised of full-time employees; unless the Contractor can demonstrate to the County the necessity of non-full-time staff (see Paragraph 1.37, Living Wage Program, sub-paragraph 1.37.4). If a proposed staffing plan contains non-full-time employees, Contractor must submit written justification for the use of non-full-time staff. A sample of the Contractor Staffing Plan (Exhibit 20) may be downloaded from the following sites: <http://publichealth.lacounty.gov/cg/index.htm> or at <http://cg.dhs.lacounty.gov/default.htm>

C. Proposer's Acknowledgement and Statement of Compliance

The Acknowledgement and Statement of Compliance, Exhibit 16 is a statement, under penalty of perjury, that there were no past labor violations of any federal, State, County or City statutes within the last three years. Should the Contractor have violations to report, Contractor shall provide a listing of projects and a brief description of the circumstances regarding the violation(s) on Exhibit 17, Acknowledgement and Statement of Compliance Labor/Payroll/Debarment History.

D. Contractor Living Wage Declaration

The Contractor Living Wage Declaration, Exhibit 18 is a statement that the Contractor will be paying its employees the Living Wage hourly rate. If the Contractor has received notice from the County that they are exempt from the Living Wage Program, this form should not be included.

E. Submit a copy of the health plan benefits provided for the employees. Indicate the dollar value of the health plan on an hourly basis. (If applicable).

F. Proposer's Approach to Labor-Payroll Record Keeping and Regulatory Compliance

Proposer is required to comply with State and Federal labor regulations and record keeping requirements. The objective of this Sub-section is to determine the appropriateness, scope, and suitability of the procedures Proposer uses and the internal controls

in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area, it is critical that Proposer submit a detailed description of the processes, and the steps associated with those processes.

Proposers should provide additional details to ensure a clear picture of the firm's processes and controls. Proposers must answer all questions thoroughly and in the same sequence as provided below. If Proposer believes that a question is not applicable, indicate with "N/A" and explain why that question is not applicable.

Proposer should describe the firm's employee labor-payroll record keeping system and the controls in place that ensure ongoing regulatory compliance. Include, at a minimum, a detailed discussion of the following:

1. Discuss how employee hours actually worked are tracked. The detailed explanation should include:
 - a. Where do firm's drivers/employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? If the latter is the firm's practice/process, when does the firm consider the driver's/employees' shift to have started? At a central site or upon arrival at the work location?
 - b. How does the firm know drivers/employees actually reported to work and at what time? For example, sign-in sheets, computerized check-in, call-in system, or some other method.
 - c. What records are created to document the beginning and ending times of driver's/employee's actual work shifts? What records are maintained by the firm of actual time worked? Are the records maintained daily or at another interval (indicate the interval)? Who creates these records (e.g., employee, a supervisor, or office staff)? Who checks the records and what are they checking for? What happens to these records? Are they used as a source document to create the firm's payroll? **Provide a copy of these records.**
 - d. If the records created in response to Sub-paragraph "c" above are not used to create the payroll, what is the source document that is used? Who prepares and who checks the source document? Does the driver/employee sign it? Who approves the source document and what do they compare it with prior to approving the source document?

- e. How does the firm know that drivers/employees take mandated breaks and meal breaks (periods)? Does the firm maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation?
2. Discuss how the firm's payroll is prepared and how the firm ensures that employee wages are appropriately paid. The detailed explanation should include:
 - a. How are drivers/employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? If by check, do they receive a single check for straight time and overtime or are separate payments made? What information is provided on the check (e.g., deductions for taxes, etc.)? **Provide a copy of a check and check stub** (cover up or block out bank account information) that shows deduction categories.
 - b. If the firm uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?
 - c. If the firm uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? Is it embedded in the software program or does someone have to override the system to perform the calculation?
 - d. Are drivers/employees paid at multiple wage rates? If so, describe how the firm calculates the day's wages for each situation described in the following two examples: 1) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are paid at a different rate than the County's Living Wage rate and 2) during a single shift, a driver works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are also paid the County's Living Wage rate.

- e. How does the firm calculate overtime wages? What if the driver/employee has multiple wage rates? How will firm calculate wages for unscheduled work/non-routine laboratory courier services?

2.9.10 Proof of all applicable Licenses/Certifications (Section H)

Provide a copy of all applicable licenses, certificates, permits, for example: business license, State of California DMV Motor Carrier Permit, etc.

2.9.11 Proof of Insurability (Section I)

Provide proof of Proposer’s capability to provide insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A, Sample Contract, sub-paragraph 8.24 and 8.25. In addition, compliance with the indemnification provisions contained in Appendix A, Sample Contract, sub-paragraph 8.23.

2.9.12 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76) (Section J)

Complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions – Exhibit 24 in Appendix D. If Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Follow instructions provided in Number 9 of the Certification form.

2.10 Cost Proposal Format

The content and sequence of the proposal must be as follows:

| | |
|-------------|--|
| Cover Page | Identifying, at a minimum, the RFP and the Proposer’s name |
| Exhibit 12A | Price Sheet - Routine Route Services * |
| Exhibit 12B | Price Sheet – Non-Routine Services |
| Exhibit 13 | Certification of Independent Price Determination & Acknowledgement of RFP Restrictions |
| Exhibit 14 | Budget Sheet * |
| Exhibit 15 | Employee Benefits * |

Provide one (1) CD Rom Diskette for each Department that includes the completed Price Sheets and Budget Sheet in Microsoft Office Excel format (no other budget forms, templates, or worksheets shall be accepted). The Price Sheets and Budget Sheet can be downloaded from the following sites:

<http://publichealth.lacounty.gov/cg/index.htm>, or
<http://cg.dhs.lacounty.gov/default.htm>

* Forms specific to each Department; Proposer must complete and submit separate Exhibits for each Department; do not combine Departments.

2.11 Proposal Submission

The original Business Proposal and five (5) copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**"BUSINESS PROPOSAL FOR LABORATORY COURIER SERVICES
DEPARTMENT OF PUBLIC HEALTH AND
DEPARTMENT OF HEALTH SERVICES"**

The original Cost Proposal and three (3) copies must be submitted in a separate sealed package, along with one (1) original for each Department of the entire Pricing Sheets and Budget Sheets on CD Rom Diskette in Microsoft Office Excel format.

If a Proposer is submitting an application for exemption from the Living Wage Program (LWP) and has submitted Exhibit 18, then Proposer must submit two (2) different Cost Proposals. The first Cost Proposal is pricing in compliance with the LWP. The second Cost Proposal is pricing without compliance to the LWP. Additionally, if Proposer desires to assign and use non-full-time employees to provide services under the Contract, the Proposer must submit written justification as described in RFP, Paragraph 1.37, Living Wage Program, sub-paragraph 1.37.4) and submit two (2) different Cost Proposals. The first Cost Proposal is pricing in compliance with the LWP using full-time employees. The second Cost Proposal is pricing using non-full-time employees. For each Cost Proposal, Proposer must provide an original and three (3) numbered copies of each Cost Proposal along with one (1) original of the entire Pricing Sheets and Budget Sheets on CD Rom Diskette in Microsoft Office Excel format and identify on the outside which envelope contains the LWP exemption request.

Plainly mark in the upper left-hand corner with the name and address of the Proposer and bear the words:

**"COST PROPOSAL FOR LABORATORY COURIER SERVICES
DEPARTMENT OF PUBLIC HEALTH AND
DEPARTMENT OF HEALTH SERVICES"**

The Proposal(s) shall be delivered or mailed to:

County of Los Angeles / Department of Public Health
Contracts and Grants Division
313 N. Figueroa Street, 6th Floor West
Los Angeles, CA 90012
Attn: Paula McGehee, Solicitations Manager

It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Proposals received after the

scheduled closing date and time for receipt of Proposals, as listed in Sub-paragraph 2.3, RFP Timetable, will not be accepted and will be returned to the sender unopened. Timely hand-delivered Proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

All proposals shall be firm offers and may not be withdrawn for a period of (Two Hundred Seventy) 270 days following the last day to submit proposals.

Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on April 13, 2011.

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Contractor.

All proposals will be evaluated based on the criteria listed below. All proposals will be scored and ranked in numerical sequence from high to low. The highest possible score per proposal is 10,000 points. The County may also, at its option, invite Proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate subject matter experts to assist in proposal evaluation.

After prospective Contractor has been selected, the County and the prospective Contractor will negotiate a Contract for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as determined by the County.

The recommendation to award a Contract will not bind the Board of Supervisors to award a Contract to the prospective Contractor.

The County retains the right to select a Proposal other than the Proposal receiving the highest number of points if County determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

3.2 Adherence to Minimum Mandatory Requirements (Pass/Fail)

County shall review the Proposer's Organization Questionnaire/Affidavit - Exhibit 1 of Appendix D, Required Forms, and determine if the Proposer meets the minimum mandatory requirements as outlined in Sub-paragraph 1.4 of this RFP.

Failure of the Proposer to comply with the minimum mandatory requirements may eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

3.3 Disqualification Review

A proposal may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that a proposal is disqualified due to non-responsiveness, the Department shall notify the Proposer in writing.

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Proposer;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

3.4 Business Proposal Evaluation and Criteria (70%)

Any reviews conducted during the evaluation of the proposal may result in a point reduction.

3.4.1 Proposer's Qualifications (15%)

Proposer's Background and Experience

Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Section B.1 of the proposal.

Performance History

Proposer will be evaluated on the verification of references provided in Section B.2 of the proposal. In addition to the references provided, a review will include the County's Contract Database, if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.

A review will be conducted to determine the magnitude of any pending litigation or judgments against the Proposer as provided in Section B.3 of the proposal.

3.4.2 Proposer's Approach to Providing Required Services (25%)

The Proposer will be evaluated on its description of the methodology to be used to meet or exceed the County's Statement of Work, Appendix B requirements based on information provided in Section C of the proposal, including description of the proposed plan for complying with green initiatives.

3.4.3 Quality Control Plan (10%)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this Contract are provided as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all services listed on the Performance Requirements Summary (PRS) based on the information provided in Section D of the proposal.

3.4.4 Terms and Conditions in Sample Contract: Acceptance of / or Exceptions to

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in the Sample Contract, Appendix A as stated in Section E of the proposal. The County may disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

Proposers are further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a Contract.

3.4.5 Living Wage Compliance (20%)

A review/evaluation will be made based on the information provided in Section G of the proposal. The review/evaluation will include:

1. Financial Capability
 - a. An independent third party will evaluate and make a Pass/Fail recommendation based on financial strength and capability of the company in the provision of required services throughout the term of any resultant Contract, as well as evidence of the Company's capability to absorb all costs related to the provision of services for a minimum of sixty (60) days, during any resultant Contract.

- b. If Proposal fails this portion of the evaluation, the Department may, at its sole discretion, deem the bid non-responsive and disqualify the Proposal from further evaluation.

2. Staffing Plan

3. Demonstrated Controls over Labor/Payroll Record Keeping
 - a. Proposer will be evaluated on the firm's labor/payroll record keeping system and regulatory compliance information provided in Section G of the proposal.
 - b. The County may conduct site visits to audit a Proposer's labor/payroll record keeping system and processes.

3.4.6 Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Proposer's Certification Form in Section J, if submitted, will be reviewed to determine if the appropriate authorized representative of the Proposer signed the form. If the Proposer submitted a written explanation in lieu of the Certification Form, written explanation will be reviewed with the appropriate County personnel to determine whether further consideration of the proposal is appropriate under the federal law.

3.5 Cost Proposal Evaluation Criteria (30%)

The maximum number of possible points will be awarded to the lowest cost proposal based on the combined DPH & DHS budget totals. All other proposals will be compared to the lowest cost and points awarded accordingly.

However, should one or more of the Proposers request and be granted the Local SBE Preference and/or Transitional Job Opportunities Preference, the cost component points will be determined as follows:

Local SBE Preference: Five percent (5%) of the lowest cost proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the Cost submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

Transitional Job Opportunities Preference: Five percent (5%) of the lowest cost proposed will be calculated and that amount will be deducted from the Cost submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference.

3.6 Labor Law/Payroll Violations

Applying criteria as established in Appendix M of this RFP, the County may deduct from 1 to 20 percent of the highest possible score per proposal of 10,000 points for labor law/payroll violations, with substantially increased deductions for a contractor's failure to disclose reportable violations. "Pending claims" (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board of Supervisors before a contract is awarded.

3.7 Department's Proposed Contractor Selection Review

3.7.1 Departmental Debriefing Process

Upon completion of the evaluation, the Department shall notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Section 3.7.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

3.7.2 Proposed Contractor Selection Review

Any Proposer that has completed a debriefing process and has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

A request for a Proposed Contractor Selection Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);

3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
 - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by state or federal law; and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a review by a County Review Panel (see Section 3.8 below).

3.8 County Review Panel Process

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for review by a County Review Panel in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

A request for review by a County Review Panel may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting review by a County Review Panel is a Proposer;
2. The request for a review by a County Review Panel is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting review by a County Review Panel has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 3.7.2 above.

Upon completion of the County Review Panel's review, the Panel will forward its report to the Department, which will provide a copy to the Proposer.

APPENDIX A
SAMPLE CONTRACT



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

LABORATORY COURIER SERVICES

**SAMPLE CONTRACT PROVISIONS
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- O CHARITABLE CONTRIBUTIONS CERTIFICATION

Sample Contract

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
LABORATORY COURIER SERVICES**

This Contract and Exhibits made and entered into this ____ day of _____, 200_ by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as Contractor. _____ is located at _____.

RECITALS

WHEREAS, pursuant to California Health and Safety Code Sections 1441 and 1445, County has established and operates, through its Department of Public Health (hereafter DPH), Department of Health Services (DHS), a network of County hospitals and health facilities; and

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

WHEREAS, the Contractor is a private firm specializing in providing Laboratory Courier Services as described hereunder and possesses the competence, expertise, and personnel required to provide such services; and

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

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

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B1 - Price Sheet-Routine Route Services
- 1.3 EXHIBIT B2 - Price Sheet-Non-Routine Services
- 1.4 EXHIBIT C - Contractor's Proposed Schedule
- 1.5 EXHIBIT D - Contractor's EEO Certification
- 1.6 EXHIBIT E - County's Administration
- 1.7 EXHIBIT F - Contractor's Administration
- 1.8 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.9 EXHIBIT H - Jury Service Ordinance
- 1.10 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibits:

Prop A - Living Wage Program

- 1.11 EXHIBIT J - Living Wage Ordinance
- 1.12 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments
- 1.13 EXHIBIT L - Payroll Statement of Compliance

Health Insurance Portability AND Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) Agreement

- 1.14 EXHIBIT N - Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability AND Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)

SB 1262 - Nonprofit Integrity Act of 2004

- 1.15 EXHIBIT O - Charitable Contributions Certification

2.0 DEFINITIONS

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

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

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

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a period of five (5) years commencing upon approval by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for on a month to month basis, not to exceed six (6) months for a maximum total Contract term of five (5) years and six (6) months. Such option extension shall be exercised at the sole discretion of the Department.
- 4.3 The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT RATES

- 5.1 The Contractor's rates shall remain firm and fixed for the first three (3) years of the Contract. Contractor shall be paid according to Exhibit B1, Price Sheet-Routine Route Services and B2, Price Sheet – Non-Routine Services for performance under this contract.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without

consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the appropriate Department (DPH) at the address provided in Exhibit E.

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

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

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B1 - Price Sheet-Routine Route Services, and B2, Price Sheet-Non-Routine Services 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 B1 - Price Sheet-Routine Route Services, and B2, Price Sheet-Non-Routine Services.

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

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

Prop A - Living Wage Program:

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

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

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the respective billing as identified in Exhibit E, County's Administration.

5.5.6 **County Approval of Invoices**

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

5.5.7 **Local Small Business Enterprises – Prompt Payment Program (if applicable)**

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

5.6 **Cost of Living Adjustments (COLA's)**

Contractor's rates shall remain firm and fixed for the first three (3) years and three (3) months of the contract. The contract (hourly, daily, monthly, etc.) amount may be adjusted annually, after the fixed years of the contract, based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore,

should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries; no cost of living adjustments will be granted. Where the County decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Contract on behalf of the County. Director retains professional and administrative responsibility for the services rendered under this Contract. A listing of all County Administration is referenced in the following sub-paragraphs are designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County Project Director

Responsibilities of the County Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County Project Manager

The responsibilities of the County Project Manager include:

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

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

6.3 County Project Monitor

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

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

Contractor's Authorized Official(s) are designated in Exhibit F. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s). Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Contract on behalf of Contractor

7.1 Contractor's Project Manager

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

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

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

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

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

Contractor's employees assigned to provide services to County may be required to have a *County Identification (ID) badge* on their person and visible at all times. Contractor bears all expense of the badging.

7.3.1 Upon written notification by the County, Contractor is responsible to ensure that employees have obtained a *County*

ID badge before they are assigned to provide services to County. Contractor personnel may be asked to leave Facility by a County representative if they do not have the proper *County ID badge* on their person.

- 7.3.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.4 Background and Security Investigations

- 7.4.1 All Contractor staff performing services under this Contract, who are in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include, but is not limited to, fingerprinting. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background investigation.
- 7.4.2 County may request that the Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.3 County may immediately, in its sole discretion, 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.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

7.6 Staff Performance Under The Influence

Contractor shall not knowingly permit any employee to perform services under this Contract while under the influence of any

alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

7.7 Licenses, Permits, Registrations, Accreditations, and Certificates

Contractor shall obtain and maintain in effect during the term of this Contract, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Contract, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

7.8 Mandatory Personnel Monitoring Reports

Contractor shall maintain documentation demonstrating its staff is in full compliance with all Department and Facility orientation and annual re-orientation trainings, health screenings, background checks, performance evaluations, policies and procedures. Contractor shall provide the Facility Project Monitor with a semi-annual report in the same or substantially similar format as (Statement of Work, Technical, Exhibit 6, Mandatory Personnel Monitoring Tool) to demonstrate compliance by each Contractor employee. The County Project Manager, County Project Monitor or other authorized County personnel shall monitor and/or audit and re-audit Contractor's compliance with personnel monitoring at any time during the term of this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors.

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

shall be prepared and executed by the Contractor and by the Department.

- 8.1.3 An Amendment to the Contract shall be prepared by the County and executed by the Contractor and by Director or his/her designee to add, delete, or change Facilities and routes to meet patient or departmental needs. Any such change will affect the laboratory courier services required herein, and may result in a reduction or augmentation of required contract services.
- 8.1.4 The Director or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director or designee.
- 8.1.5 The Director or his/her designee, may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Contract to conform to changes in federal or state law or regulation or County policy, during the term of this Contract. The County reserves the unilateral right to add and/or change such provisions as required by law, regulation or County policy, without the need for Contractor's written consent, to preserve this Contract's conformity and compliance to federal and state law or regulation or County policy as deemed necessary by the County's Board of Supervisors, County Counsel or the Chief Executive Officer.
- 8.1.6 The Director or his/her designee, at his/her sole discretion, is authorized to approve and execute COLAs in the option years, consistent with the Board's COLA policy, and as defined in Paragraph 5.6, Cost of Living Adjustments.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by

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

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The

County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

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

- 8.5.1 Within ten (10) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

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

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

8.6.3 **Facilities Rules and Regulations**

During the time that Contractor's agents, employees, or subcontractors are at a Facility, Contractor and such persons shall be subject to the rules and regulations of that Facility. County Project Monitor shall furnish a copy of rules and regulations to Contractor pertaining to the Facility prior to the execution of this Contract and, during the term of this Contract, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises, indicate that such employee or subcontractor's actions while on County premises, indicate that such employee or subcontractor may adversely affect the delivery of health

care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract

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

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

8.9 CONFLICT OF INTEREST

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

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

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

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief

Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

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

or submitted a false claim against the County or any other public entity.

8.12.4 **Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed;

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

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department

of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such

original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

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

8.20 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

The Contractor recognizes that health care Facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Contract.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

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

one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

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

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

8.23 INDEMNIFICATION

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

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

8.24.1 Evidence of Coverage and Notice to County

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

Certificates and copies of any required endorsements shall be sent to Department at the address shown in Exhibit E.

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

8.24.2 Additional Insured Status and Scope of Coverage

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

8.24.3 Cancellation of Insurance

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

8.24.4 Failure to Maintain Insurance

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

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 Waivers of Subrogation

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

8.24.8 Sub-Contractor Insurance Coverage Requirements

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

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses.

Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 County Review and Approval of Insurance Requirements

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

8.25 INSURANCE COVERAGE

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

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

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

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

Unique Insurance Coverage

- **Pollution Liability**

Pollution Liability Coverage with a limit not less than \$1 million per occurrence and \$2 million aggregate covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, arising out of the work or services to be performed under this Contract. Coverage shall be provided for services performed during transport of hazardous materials. County and its Agents shall be provided additional insured status under the Pollution Liability policy.

8.26 LIQUIDATED DAMAGES

- 8.26.1 If, in the judgment of the Director of Public Health, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director of Public Health, 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 Director of Public Health, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Director of Public Health, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director of Public Health, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director of Public Health, 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 Director of Public Health, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While
- the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

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

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.34 NOTICES

- 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 Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract
- 8.34.2 **Electronic Notice:** In addition, and in lieu of written notification, the Director, or his/her designee, shall have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit F – Contractor's Administration. This includes all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 PUBLIC RECORDS ACT

- 8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including,

without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 PUBLICITY

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

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

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

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy,

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

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference

shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

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

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

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

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

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

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

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

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

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

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

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the Department as identified in Exhibit E before any Subcontractor employee may perform any work hereunder.

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

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

8.42 TERMINATION FOR CONVENIENCE

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

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

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

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

8.43 TERMINATION FOR DEFAULT

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

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

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

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight

embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

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

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

8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper

consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.45 TERMINATION FOR INSOLVENCY

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

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

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

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.48 VALIDITY

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

8.49 WAIVER

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

8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

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

8.51.1 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.

8.51.2 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 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

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

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

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor

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

- a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the

County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the

Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

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

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

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

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

9.1.5 **County Auditing of Contractor Records**

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

9.1.6 **Notifications to Employees**

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

9.1.7 **Enforcement and Remedies**

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

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the

full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

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

from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

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

9.1.8 Use of Full-Time Employees

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

9.1.9 Contractor Retaliation Prohibited

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

9.1.10 Contractor Standards

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

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

9.1.12 **Neutrality in Labor Relations**

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

9.2 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit N in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit N, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

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

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

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

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

9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT -
Intentionally Omitted

9.5 PATENT, COPYRIGHT AND TRADE SECRET -
Intentionally Omitted

9.6 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.7 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

9.7.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

- 9.7.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.7.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.7.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.8 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Contract, Contractor shall maintain and make available,

upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

9.9 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Contract.

9.10 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

9.10.1 Contractor staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

9.10.2 Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.10.3 Contractor staff's failure to report as required is considered a breach of this Contract subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

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

COUNTY OF LOS ANGELES

By _____
Supervisor Michael D. Antonovich,
Mayor, Board of Supervisors

CONTRACTOR: (_____ Name _____)

By _____
Name

Title

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

Andrea Sheridan Ordin
County Counsel

By _____
Principal Deputy County Counsel

**CONTRACT FOR
LABORATORY COURIER SERVICES**

TABLE OF CONTENTS OF EXHIBITS

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- B1 PRICE SHEET-ROUTINE ROUTE SERVICES (NOT ATTACHED TO SAMPLE)
- B2 PRICE SHEET–NON-ROUTINE SERVICES (NOT ATTACHED TO SAMPLE)
- C CONTRACTOR’S PROPOSED SCHEDULE (NOT ATTACHED TO SAMPLE)
- D CONTRACTOR’S EEO CERTIFICATION
- E COUNTY’S ADMINISTRATION
- F CONTRACTOR’S ADMINISTRATION
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- J LIVING WAGE ORDINANCE
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- M1 INDIVIDUAL’S ASSIGNMENT AND TRANSFER OF COPYRIGHT
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- O CHARITABLE CONTRIBUTIONS CERTIFICATION

STATEMENT OF WORK

NOT ATTACHED TO SAMPLE

PRICING SCHEDULES
(PRICE SHEET B1 and B2)

NOT ATTACHED TO SAMPLE

CONTRACTOR'S PROPOSED SCHEDULE

NOT ATTACHED TO SAMPLE

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

| DEPARTMENT OF PUBLIC HEALTH (DPH) | | | |
|---|-------------------------------|-------------------------------|----------------|
| County Project Director (Facility CEO) | County Project Manager | County Project Monitor | Finance |
| DPH - Public Health Laboratory 12750 Erickson Avenue Downey, CA 90242 Mary Beth Duke | | | |
| DPH - Community Health Services 241 N. Figueroa Street, Room 346 Los Angeles, CA 90012 Deborah Davenport | | | |
| DEPARTMENT OF HEALTH SERVICES (DHS) | | | |
| County Project Director (Facility CEO) | County Project Manager | County Project Monitor | Finance |
| Harbor-UCLA Medical Center 1000 W. Carson Street Torrance, CA 90509 Gail V. Anderson, CMO | | | |
| LAC+USC Healthcare Network 1200 N. State Street Los Angeles, CA 90033 Pete Delgado, CEO | | | |
| Martin Luther King, Jr. - MACC 12021 S. Wilmington Ave. Los Angeles, CA 90059 Cynthia M Oliver, Int CEO | | | |
| ValleyCare Olive View-UCLA 14445 Olive View Drive Sylmar, CA 91342 Carolyn Rhee, CEO | | | |
| Rancho Los Amigos National Rehabilitation Center 7601 E. Imperial Hwy. Downey, CA 90242 Jorge Orozco, Int CEO | | | |
| High Desert Health System 44900 N. 60 th Street West Lancaster, CA 93536 | | | |

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S

NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

NON-IT CONTRACTS

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

Contractor and Contractor's Staff agree to report any and all violations of this contract 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 contract may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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
(not attached to Sample Contract)**

PROP A - LIVING WAGE PROGRAM

EXHIBITS J, K & L

2.201.010 Findings.

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

2.201.020 Definitions.

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

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

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

C. "Employer" means:

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

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

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

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

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

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

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

2.201.030 Prospective effect.

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

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

2.201.040 Payment of living wage.

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

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

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

2.201.050 Other provisions.

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

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

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue

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

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

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

2.201.060 Employer retaliation prohibited.

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

2.201.070 Employee retention rights.

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

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

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

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

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

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other county requirement for employees of a contractor.

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

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

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

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

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

2.201.090 Exceptions.

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

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

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

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

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

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

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

2.201.100 Severability.

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



**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

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

| | | | |
|--|--------------------|---|-----------------------------|
| (1) Name: Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> | | Address: (Street, City, State, Zip) | |
| (2) Payroll No.: | (3) Work Location: | (4) From payroll period: ___/___/___ to payroll period: ___/___/___ | (5) For Month Ending: |
| (6) Department Name: | | (7) Contract Service Description: | (8) Contract Name & Number: |
| (9) Contractor Health Plan Name(s): | | (10) Contractor Health Plan ID Number(s): | |

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

| | | | | |
|-----------------------------|-------------------|--------------|--|------------------|
| Authorized Signature: _____ | Date: ___/___/___ | Title: _____ | Telephone Number (include area code) (_____) _____ | Page: ___ of ___ |
|-----------------------------|-------------------|--------------|--|------------------|

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE**

I, _____, _____
 (Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:

_____ on the _____ ;
 (Company or subcontractor Name) (Service, Building or Work Site)

that during the payroll period commencing on the _____ day of _____, and
 (Calendar day of Month) (Month and Year)

ending the _____ day of _____ all persons employed on said work site
 (Calendar day of Month) (Month and Year)

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
 (Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

| |
|--|
| |
| |
| |

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

3. That:

A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

- In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

- Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

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

| | |
|----------------------|--|
| Print Name and Title | Owner or Company Representative Signature: |
|----------------------|--|

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 OF THREE (3) YEARS.

FORMS REQUIRED AT COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE CONTRACT TERM.

M1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

M2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

M3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

EXHIBITS M1 THROUGH M3 – INTENTIONALLY OMITTED

AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A
"BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE
PORTABILITY AND ACCOUNTABILITY ACT OF 1996
AND THE HEALTH CARE INFORMATION TECHNOLOGY
FOR ECONOMIC AND CLINICAL HEALTH ACT
(BUSINESS ASSOCIATE AGREEMENT)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, *title XIII and title IV of Division B*, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

- 1.2 “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 employees.
- 1.3 “Electronic Health Record” has the same meaning as the term “electronic health record” in the HITECH Act, 42 U.S.C. section 17921. 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.
- 1.4 “Electronic Media” has the same meaning as the term “electronic media” in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), 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, because the information being exchanged did not exist in electronic form before the transmission. The term “Electronic Media” draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 “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).
- 1.7 “Minimum Necessary” refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or

received by Business Associate from or on behalf of Covered Entity. 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 received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

- 2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents 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 the Business Associate as determined in accordance with the federal common law of agency.

- 2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information,

Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

- 2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) 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);
 - (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
 - (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

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

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying 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 such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

- (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- (ii) 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);
- (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
- (v) 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.
- (vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. 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.
- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide

copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity’s request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, 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 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity’s payment or health care operations activities: However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.10 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. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 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. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such

information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use 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.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
 - (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
 - (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 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.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, 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 this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 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 to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

APPENDIX B

STATEMENT OF WORK LABORATORY COURIER SERVICES

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STATEMENT OF WORK LABORATORY COURIER SERVICES

1.0 STATEMENT OF WORK (SOW)

The County of Los Angeles (hereafter referred to as “County”), Department of Public Health (hereafter referred to as “DPH” or “Facility”) and the Department of Health Services (hereafter referred to as “DHS” or “Facility”), unless otherwise stated, require contracted laboratory services to support public health efforts in both the public and private sectors throughout the County of Los Angeles.

Contractor will be responsible for the timely pick-up/delivery (also referred to as a “stop”) of laboratory specimens, including but not limited to specimen categories: anatomic/surgical pathology, chemistry, cytology, blood bank, coagulation, cytogenetics/molecular genetics, hematology, immunology/serology, immunocytology, microbiology, and virology; patient prescriptions; pharmaceutical supplies; and stock medication. Other items include reports, supplies and other materials (e.g., specimen containers, x-ray films, pre-packed regimens, medical records, etc.) to and from designated sites. County will be responsible for collecting the specimens from the patients and preparing them for pick up by the Contractor, in accordance with the terms and conditions of this Contract.

Contractor shall ensure that any vehicles used for the provision of services under this contract have adequate space, and are appropriately designed to transport specimens and other material in which to maintain sample integrity and confidentiality of reports/medical records, and all County property.

Contractor must provide all labor, vehicles, vehicle dispatch communication equipment, liability, property, and automobile insurance documentation, vehicle transport containers, refrigeration and freezer accommodations, driver carrier bags or carrier containers, (if utilized for transporting specimens/materials from pick up site to vehicle), spill clean-up kits/driver safety supplies, (e.g., gloves, protective clothing, etc.), vehicle fuel, lock boxes (as described in Paragraph 12.8, Lock Boxes), and full-time supervision necessary to establish and provide laboratory courier services.

2.0 ADDITION/DELETION OF FACILITIES

2.1 An Amendment to the Contract shall be prepared by the County and executed by the Contractor and by Director or his/her authorized designee to add, delete, or change Facilities and routine routes to meet patient or departmental needs. Any such change will affect the laboratory courier services required herein, and may result in a reduction or augmentation of required contract services.

2.2 All changes must be made in accordance with the Contract, Paragraph 8.1, Amendments. Additional routine route stops will be paid at the same rate as set forth in this Contract.

3.0 QUALITY CONTROL PLAN

Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure the County a consistently high level of performance throughout the term of the

Contract in providing laboratory courier services herein that meet, or exceed, federal Department of Transportation (DOT); Hazmat Materials Regulations (HMR); Title 49 Code of Regulations (CFR) Parts 171-180, California Division of Occupational Safety and Health Administration (Cal/OSHA; e.g., 1910.1030 Bloodborne Pathogens Standard) California Code of Regulations (Title 8, Section 5193), HIPAA compliancy, and other State and federal, and local laws ordinances, regulations, rules, and directives, and any other appropriate accreditation or licensing agency regarding transport of biologic specimens, prescriptions, transport containers, specimen handling procedures, labeling of transport containers, and that drivers are trained in the transport/handling of biohazardous materials, diagnostic specimens/etiologic agents, biohazard spill cleanup, and HIPAA familiarization and compliance per these regulations.

The QCP shall be submitted to the respective County Project Monitor for review at least ten (10) days prior to Contractor beginning work under this Contract. The QCP shall include, but is not limited to the following:

- A. Method of monitoring to ensure that Contract requirements and the quality assurance as prescribed by State and federal regulations are met.
- B. Method of keeping quality control records in accordance with State and federal regulations on transporting/handling of biohazardous materials, diagnostic specimens/etiologic agents, and spill cleanup.
- C. Method of providing proper conditions for the transport of biologic specimens, prescriptions, transport containers, including proper preservation of samples, or other alterations of the sample which may affect sample testing and/or integrity.
- D. Contractor shall have an ongoing system of quality assurance/improvement and shall keep quality control records and records of all inspections conducted by Contractor. These records, which must include, but is not limited to, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15, County's Quality Assurance Plan.

Monthly Meetings

Contractor may be required to attend monthly meetings on an as needed basis.

Contract Discrepancy Report (Technical Exhibit 1)

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

The County Project Manager or his/her designee will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Project Manager within ten (10) workdays.

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, County personnel may not unreasonably interfere with the Contractor's performance.

At County's request, Contractor shall provide details of its procedures used, including but not limited to, documentation of proper conditions for the preservation of laboratory specimens during transport.

5.0 DEFINITIONS

- 5.1 Monthly Charge:** The total number of stops made per calendar month for each Routine Route, multiplied by Contractor's "All Inclusive Fee Per Stop". Routine Route services shall be compensated according to Contract, Price Sheet, Exhibit B1.
- 5.2 Additional Charges:** Contractor shall be compensated for Non-Routine services according to Contract, Exhibit B2, Price Sheet, Non-Routine Services.
- 5.3 Holiday:** County recognized holidays include, but are not necessarily limited to, New Year's Day, President's Day, Dr. Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.
- 5.5 Route:** A route is an assigned territory.
- 5.6 Routine Route Services:** Scheduled pick-up/delivery stops at designated Facilities requiring laboratory courier services on assigned days and at specifically assigned times. Statement of Work, Technical Exhibit 3, Routine Route Schedule, identifies required pick-up/delivery routes.
- 5.7 Timely pick-up/delivery:** Scheduled pick-up/delivery for Routine Route and/or Non-Routine services shall generally be within 30 minutes as designated by the County at sites designated by the County. Early arrival at a designated site is allowable, but Contractor's drivers may not leave the designated site prior to the designated pick up time without approval from the County Project Manager or designee of that site.
- 5.8 Non-Routine Services:** Any laboratory courier service not listed on Statement of Work, Technical Exhibit 3, Routine Route Schedule.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

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

- A. Monitoring the Contractor's performance in the daily operation of this Contract.
- B. Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- C. Preparing Amendments in accordance with the Contract, Paragraph 8.1, Amendments.

6.2 Furnished Specimens and Other Laboratory Supplies/Items

The County will provide the Contractor with specimens and other laboratory supplies and items that are appropriately labeled in accordance with DOT, Cal/OSHA, State, federal, local laws, ordinances regulations, rules and directives for transport and packed for pick up at Facility and transport by Contractor's laboratory courier service.

The County shall be responsible for the preparation and packaging of prescriptions and pharmaceutical supplies for transport to designated sites. Items shall be labeled appropriately and contained in locked totes.

CONTRACTOR

6.3 Project Manager

Contractor shall provide a full-time Project Manager, or his/her authorized designee, who has three (3) years experience managing laboratory courier services.

Project Manager shall act as a central point of contact with the County. County must have access to the Project Manager, or his/her authorized designee, during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager, or his/her authorized designee, may be reached on a twenty-four (24) hour per day basis, seven (7) days a week.

If approved by County Project Manager, Contractor may have more than one (1) full-time Project Manager to fulfill the availability requirement. Project Manager, or his/her authorized designee, shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager, or his/her authorized designee, shall be able to effectively communicate, in English, both orally and in writing.

6.4 Laboratory Courier Personnel

6.4.1 Contractor shall assign a sufficient number of experienced drivers to provide adequate service to all specified Routine Routes.

6.4.2 Contractor shall ensure that all of its specimen pick up drivers: 1) maintain an acceptable driving record, 2) have a valid California driver's license (not suspended or revoked), and maintain automobile insurance in accordance to the terms of the Contract, Paragraph 8.25, 3) are trained in biohazardous materials handling, bloodborne pathogens exposure, and spill cleanup in compliance with DOT, CDC transportation regulations, State and federal regulations and all applicable regulatory agencies 4) assure that samples and other transported supplies/items are transported in accordance with the terms of this Contract and 5) trained in Health Insurance Portability and Accountability Act of 1996 (HIPAA).

6.4.3 Back-up Laboratory Courier Personnel

Contractor must ensure adequate staffing of drivers and availability of courier vehicles to provide Routine Route and Non-Routine backup coverage for illness, holidays, or other absences of assigned drivers, for example:

- a. If a primary driver is unavailable.
- b. If a vehicle is disabled or out of service.
- c. To provide Non-Routine services.

6.4.4 Uniform and Identification Badges

Contractor's personnel must wear suitable uniforms with the name of the company on the uniform. An identification badge with picture of the driver, name of the driver, and company name is required to be worn at all times while performing contracted services. No t-shirts, shorts, sandals, or open-toed shoes are permissible. Contractor's staff identification shall be in accordance to Contract, Paragraph 7.3, Contractor's Staff Identification.

6.4.5 Smoking

Facilities are non-smoking facilities. Contractor's personnel shall comply with each facility's policies regarding smoking.

6.4.6 Laboratory Courier Personnel Health and Safety Standards

Contractor shall ensure that its employees satisfy the health and safety standards set forth in the Contract and all applicable State and federal regulations, ordinances, and directives [e.g., Cal/OSHA; California Code of Regulations; Title 8, Section 5193 (e.g., Hepatitis B vaccination for contracted employees)]; including initial and annual bloodborne pathogen exposure training.

6.4.7 Background and Security Investigations

Contractor's personnel may undergo a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under this Contract, further described in Contract, Paragraph 7.4.

6.4.8 Unacceptable Behavior

Inappropriate behavior by Contractor personnel will not be tolerated. These behaviors include, but are not limited to, improper physical actions (touching, fondling), improper verbal statements (using derogatory comments, slurs, verbal abuse, etc.), and improper visual actions (leering, making sexual gestures). No weapons are allowed in County facilities. Contractor's personnel may not bring non-Contractor employee visitors into the County facilities. Contractor's personnel may be subject to security screening at Facilities.

7.0 MATERIALS

7.1 Transported Materials

At each designated Facility within the Routine Route, laboratory specimens are to be picked up and delivered to other Facilities. The Contractor must also pick up and deliver other materials requiring transport between designated Facilities and non-listed locations, both public and private; including hospitals, clinics, schools, institutions, and businesses. Accordingly, laboratory reports and supplies, x-ray films, pharmacy supplies and prescriptions, medical records, and other materials shall be transported. Pharmaceutical supplies and prescriptions shall be transported at room temperature as indicated in this Statement of Work, Paragraph 12.7.1. There will be no transport of cytotoxic drugs.

7.2 County Supplied Materials

Facilities will package and/or bag specimens in accordance with DOT, Cal/OSHA, State, federal, local laws, ordinances regulations, rules and directives to stabilize samples and maintain specimen integrity for transport. Facility shall provide plastic bags, screw-top metal containers, plastic containers, or cardboard containers, styrofoam containers, etc. on site, in preparation for subsequent packaging and transport by Contractor. Lockable totes shall be provided for prescriptions and pharmaceutical supplies. Tote dimensions and weights are as follows: 1) 21 3/4" x 15 1/16" x 9 3/4"; approximately 5.5 lbs, empty 2) 19 3/4" x 11 3/4" x 7 1/4"; approximately 3.0 lbs, empty.

7.3 Contractor Supplied Materials

Contractor shall supply specimen transport containers (refrigerators, freezers, coolers, carriers, heating blocks, warm and cold packs, dry ice, etc.) utilized within vehicles to contain specimens and other laboratory supplies during transit and containers used for specimen transport to and from each facility to vehicle (e.g., insulated shoulder carrier bags.)

8.0 TRAINING

8.1 Contractor shall provide training and continuing in-service training to all of its personnel, prior to providing services under this Contract, so that County can be assured that contract personnel are capable of assuming the responsibilities

associated with their assignment(s). There shall be no separate charge to County for such training.

- 8.2 Contractor's staff providing services under this Contract shall be fully trained in their assigned tasks and in safe transport/handling of specimen, and equipment. Additionally, staff shall be trained in handling biohazardous materials, and biohazard spill clean up per federal DOT; HMR; Title 49 CFR Parts 171-180. All equipment shall be checked daily for safety. While handling biohazardous materials and/or biohazard spill clean up, all employees must wear safety and protective gear according to OSHA standards and State and federal regulations.
- 8.3 Contractor shall provide documentation of training programs for all employees, providing services under this Contract, including Contractor's new employees, further described in Contract, Paragraph 7.8, Mandatory Personnel Monitoring Reports.
- 8.4 Contractor's laboratory courier drivers providing services under this Contract must be trained and capable of being notified on short notice to pick-up/deliver laboratory specimens, supplies, pharmaceuticals, reports, etc. as part of Non-Routine services further identified in Paragraph 11.0, Non-Routine Services.

9.0 HOURS/DAY OF WORK

Contractor shall provide laboratory courier services that will include Routine and Non-Routine routes to County, 365 days a year, twenty-four (24) hours a day, on a seven (7) days a week basis, including holidays and in times of strike, riot, insurrection, civil unrest, natural disaster, or a similar event when such services are physically possible to provide.

10.0 ROUTINE ROUTE SERVICES

Specific routine route schedule and pick-up/delivery times are provided in Statement of Work, Exhibit 3, Routine Route Schedule. Routes have been arranged to accommodate each designated facility's hours of operation. Contractor's laboratory courier routes may extend from morning hours to evening hours. Contractors are mandated to promptly contact County Project Manager, or his/her designee, if deliveries cannot be made or will be substantially delayed beyond thirty (30) minutes from the scheduled pick-up/delivery time.

The Contractor's laboratory courier configuration shall be comprised of multiple routine routes per day, service hours/day of work shall be provided as described in Paragraph 9.0, Hours/Day of Work and may include Non-Routine services to and from facilities or alternate locations identified at the time services are requested by County.

Routine route pick-up/delivery times are set in consideration of the distance proximity of the designated Facility and the hours of that Facility's accessibility. Routine routes are designated to transport laboratory specimens, laboratory reports, supplies, pharmaceuticals, and other materials to and from the County facilities in the most efficient and timely fashion possible. Contractor requests for changes to routine routes

or times must be pre-approved by the effected County Project Manager, or authorized designee, and the Director, or authorized designee.

11.0 NON-ROUTINE SERVICES

Following are specific Non-Routine services Contractor may perform during the contract term. Laboratory courier services may be required on occasion, at times and locations not designated in Statement of Work, Technical Exhibit 3, Routine Route Schedule. County reserves the right to perform Non-Routine services itself or assign the work to another Contractor. The County Project Manager, or his/her designee, shall review on an ongoing basis all Non-Routine services to be performed and will designate choice of “As Needed”, “On-Call”, “STAT”, “Super STAT” services when requesting Non-Routine services from Contractor's courier dispatch.

Contractor shall determine transportation mileage for Non-Routine services, from one designated facility to another designated facility, based on MapQuest web mapping service. Contractor shall be compensated by the fees identified in Contract, Exhibit B2, Price Sheet, Non-Routine Services – All Inclusive Additional Charges per Stop.

11.1 “As Needed” and/or “On Call” Services

Contractor may be required to provide “As Needed” and/or “On-Call” laboratory courier services at times defined in Paragraph 9.0, Hours/Day of Work.

- A. “As Needed” services where the County's request for laboratory courier service occurs more than or equal to eight (>8) hours prior to the required delivery time.
- B. “On-Call” services are same day laboratory courier service requests for pick-up/delivery that are made to Contractor's courier dispatch four (4) to eight (8) hours prior to the normally required delivery time.

11.2 “STAT” and/or “Super STAT” Services

Contractor may be required to provide “STAT” at the times defined in Paragraph 9.0, Hours/Day of Work.

- A. “STAT” services are requests requiring the transport of specimens or other materials from one (1) designated facility to another designated facility within two (2) hours of the time the courier dispatch receives the request from the County.
- B. “Super STAT” services are requests requiring the transport of specimens or other materials from one (1) Facility or non-County location, to another Facility or non-County location within one (1) hour of the time the Contractor's courier dispatch receives the request from the County.

12.0 SPECIFIC WORK REQUIREMENTS

Contractor will be responsible for providing laboratory courier services for County Facilities on both a Routine and Non-Routine basis. Non-Routine laboratory courier services include: “As Needed”, “On-Call”, “STAT,” “Super STAT.”

Contractor shall have available at all times, an adequate number of drivers and vehicles to meet the laboratory courier service requirements specified. Minimum number of drivers must be appropriate for the total number of Routine Routes. Additionally, Contractor must be able to provide back-up coverage for Non-Routine services.

- 12.1 Contractor shall ensure the appropriate transport conditions to guarantee specimen integrity and the security and confidentiality of all documents, laboratory reports, medical records, and comply with all HIPAA regulations.
- 12.2 Contractor shall ensure that every Facility laboratory courier service scheduled stop has priority over any other non-County stop that the Contractor may have on a route.
- 12.3 Since several hours may elapse between the time the specimens are picked up at the designated locations and transport to designated locations, depending upon the pick-up/delivery route and schedule, the Contractor shall maintain the integrity of the specimens during transport from the pick up sites to designated sites by keeping specimens at appropriate temperatures as specified in SOW, Paragraph 12.7, Specimen Handling.

12.4 Pick-Up/Delivery Locations

Facilities and designated locations of pick-up/delivery are located throughout Los Angeles County. Although specific areas are identified at each Facility for pick-up/delivery, there may be instances where there are locations for pick-up/delivery at designated locations, both public and private; including hospitals, clinics, schools, institutions, and businesses.

Non-Routine Services shall be handled as described in SOW, Paragraph 11.0, Non-Routine Services.

12.5 Laboratory Courier Vehicles

Contractor must include a sufficient number of vehicles to provide adequate service to meet the needs of the County as described in this Statement of Work. For Contractor's daily operation, Contractor must provide laboratory courier services with a minimum number of drivers and vehicles that are appropriate for the total number of Routine Routes. Refer to the Statement of Work, Technical Exhibit 3, Routine Route Schedule for a detailed description of routine routes.

- 12.5.1 Contractor is required to provide phone or radio contact or other long-range voice communication mechanism between all of Contractor's vehicles providing laboratory courier services. A central dispatch office is required. The Contractor will provide adequate staffing in the central dispatch office to respond to telephone or electronic requests for laboratory courier services and provide a toll-free telephone number for such requests.

- 12.5.3 Contractor must maintain a procedure or mechanism for notification to Facilities in cases of vehicle breakdown or anticipated delays of greater than thirty (30) minutes.
- 12.5.4 All vehicles used in the performance of services under this Contract are to be enclosed automobiles, vans, or trucks with adequate space, air conditioning, operating security devices (e.g., door locks/alarms), and appropriately designed to transport specimens, prescription, supplies, and report/medical records transport areas (e.g., use of lock boxes when pick up driver is away from the vehicle), with which to maintain sample integrity and confidentiality of reports/medical records, and all County property. Contractor's drivers must employ the vehicles security devices at all times when providing laboratory courier services to County.
- 12.5.5 Contractor must maintain and provide proof upon request that all federal Department of Transportation [DOT; Hazmat Materials Regulations (HMR); Title 49 Code of Regulations (CFR) Parts 171-180], California Division of Occupational Safety and Health Administration (Cal/OSHA; e.g., 1910.1030-Bloodborne Pathogens Standard), California Code of Regulations (Title 8, Section 5193), and other State, federal, and local laws, ordinances, regulations, rules, and directives will be met and adhered to regarding transport of biologic specimens, prescriptions, transport containers, specimen handling procedures, labeling of transport containers, and that drivers are trained in the transport/handling of biohazardous materials, diagnostic specimens/etiologic agents, biohazard spill cleanup, and HIPAA familiarization and compliance per these regulations. In case of specimen breakage or leakage during transport, driver must contact previous location where specimens were picked up, in addition to any other procedure for spill cleanup and biohazard notification as required by State and federal regulations.
- 12.5.7 Contractor must maintain a description of specimen transport containers (refrigerators, freezers, coolers, carriers, heating blocks, warm and cold packs, dry ice, etc.) utilized within vehicles to contain specimens and other laboratory supplies during transit and containers used for specimen transport to and from each facility to vehicle (e.g., insulated shoulder carrier bags). Proper labeling and construction of such specimen transport containers are the responsibility of the Contractor and must adhere to DOT, Cal/OSHA and other State, federal, and local laws, ordinances, regulations, rules and directives. Contractor shall submit to County, upon request, the description of specimen transportation being utilized. County has the right to approve or disapprove Contractor's use of specimen transport containers.
- 12.5.8 Laboratory Courier personnel/drivers must sign a log at each Facility (delivery stop) upon every arrival to verify service times and dates and complete a Daily Courier Manifest (Technical Exhibit 4 and Technical

Exhibit 5) that includes the County Project Manager or his/her designee's signature, pick-up/delivery date and time, number of packages, envelopes that are picked up and/or delivered, and the temperature of packages (specimens or supplies), and transportation route. A copy of the manifest must be provided to the respective County Project Manager or his/her authorized designee at each delivery location, which documents bags/packages/envelopes and any other material(s) which were picked up at a specific location, were delivered to the designated location.

- 12.5.9 Laboratory Courier personnel/drivers shall not allow passengers in their vehicles during the hours where contractor personnel are performing County services, other than other Contractor personnel who have been trained in like-manner in the handling of biohazardous materials, nor bring non-contractor visitors into Facilities. An exception may be allowed if County staff is instructing Contractor's personnel with directions or specific handling of materials to specific sites and locations as required for County services. Transportation of County staff in Contractor's vehicles is not allowed.

Contractor shall ensure that the vehicles used in the performance of services under this Contract meet applicable State, federal, and local laws and regulations relating to the safe operation on the highway.

12.7 Specimen Handling

- 12.7.1 Contractor must assure integrity of the specimens during transport by maintaining specimens at temperatures coinciding with County facility's specimen storage conditions at the time of pick-up or as directed by County facility personnel. This includes maintaining specimen temperature storage conditions from Facility pick-up site to vehicle and vehicle to delivery site. Storage temperatures required are:
- a. Room temperature (20-25°C/68-77°F)
 - b. Refrigerator (2-8°C/36-46°F)
 - c. Frozen (<-15°C/<5°F)
 - d. Body temperature (35-39°C/95-102°F)
- 12.7.2 Transport of other materials, such as supplies/reagents, prescriptions, laboratory reports, and medical records will require separate containers other than that used for specimens.
- 12.7.3 County may, at any time, request Contractor to provide specimen handling procedures for all temperatures, communication methods, backup procedures, driver safety training procedures and documentation, and safety/biohazardous spill procedures.
- 12.7.4 **Specimen Breakage/Leakage:** In case of specimen breakage or leakage during transport, Contractor's driver must notify County Project Manager at the location or facility where specimens were picked up, in

addition to complying with biohazard spill clean up procedures, and biohazard notification as required by State and federal regulations.

12.7.5 Loss of Specimens, Supplies: There shall be a County inquiry into any loss of laboratory specimens, envelopes, supplies, documents, etc. in connection with their receipt, transport, or delivery by Contractor. If, after the inquiry, fault is found with the Contractor, the Contractor may be held liable for any damages resulting from the loss, including but not limited to replacement of the lost item(s) or subsequent patient damages from loss of specimen(s) or patient medical records and subsequent HIPAA violations.

12.8 Lock Boxes

Contractor must have lock boxes available for use if needed by facilities for after-hours pick ups and deliveries. The lock boxes must meet regulatory guidelines and contain all supplies required to maintain laboratory specimens at required temperatures. Lock boxes obtained by the Contractor must be submitted for pre-approval to the County Project Manager, or his/her authorized designee, prior to installation at County designated sites. To the extent such lock boxes are either provided by the County or the purchase price reimbursed by the County, they shall remain County property and shall be returned to County immediately upon cancellation, termination, or expiration of this Contract.

12.9 Daily Courier Manifest

Contractor's drivers are required to complete a Daily Courier Manifest, Technical Exhibits 4 and 5, at each stop and supply a copy daily to the County Project Manger.

12.10 Disruption of Service Notification

Contractor shall ensure that the County Project Manager or his/her designee at each affected facility be notified of any delay or disruption of services that may possibly exceed thirty (30) minutes beyond the expected time of Contractor's driver's arrival at that facility. Notification must include the reason for the disruption and an estimated time of arrival for the completion of services. The reason for the delay must also be recorded on the Daily Courier's Manifest.

13.0 GREEN INITIATIVES

13.1 Los Angeles County is a very large consumer of goods and services and the purchasing decisions of our employees and contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

On January 16, 2007, the Board of Supervisors adopted a Countywide Policy instructing that all County departments implement the County's Energy and Environmental Programs for energy conservation and environmental

stewardship, Board of Supervisors Policy No. 3.045, Energy and Environmental Policy.

- 13.2 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 13.3 Purchase products that minimize environmental impacts, toxics, pollution, and hazards to staff and community safety to the greatest extent practicable.
- 13.4 Purchase products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and use wood from sustainable harvested forests.
- 13.5 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the contract commencement.

14.0 PERFORMANCE REQUIREMENTS SUMMARY

- 14.1 All listings of services used in the Performance Requirements Summary (PRS), Technical Exhibit 2, are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.
- 14.2 When the Contractor’s performance does not conform with the requirements of this Contract, the County will have the option to apply the following non-performance remedies:
 - Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
 - Reduce payment to Contractor by the computed amount specified in the PRS.
 - Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
 - Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor’s failure to

perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

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

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APPENDIX C

STATEMENT OF WORK EXHIBITS

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**LABORATORY COURIER SERVICES
CONTRACT DISCREPANCY REPORT**

TO:

FROM:

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Project Monitor/Manager: _____ Date: _____

Deadline for Completion: _____ Date: _____

CONTRACTOR RESPONSE: (Cause and Corrective Action):

Signature of County Representative: _____ Date: _____

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Signature of County Project Monitor/Manager: _____ Date: _____

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

Signature of County Project Monitor/Manager: _____ Date: _____

Signature of County Project Monitor/Manager: _____ Date: _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REFERENCE/REQUIRED SERVICE | STANDARD PERFORMANCE | MONITORING METHOD | DEDUCTIONS/ FEES TO BE ASSESSED |
|--|---|----------------------------|--|
| Contract Terms and Conditions | | | |
| 7.3 Contractor's Staff Identification | Contractor provided all staff providing services under this Contract with a photo identification badge. Contractor to ensure all employees wear approved uniforms and I.D. badges. | Inspection and Observation | \$50 per occurrence |
| 7.4 Background and Security Investigations | The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background investigation. | Inspection and Observation | as applicable \$50 per occurrence |
| 7.5 Confidentiality | Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, 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 | Inspection and Observation | \$100 per occurrence; possible termination for default of contract |
| 8.24.1 Evidence of Coverage and Notice to County | Compliance with Contract Insurance Requirements | Receipt of current COI | \$100 per occurrence; termination for default of contract |

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REFERENCE/REQUIRED SERVICE | STANDARD PERFORMANCE | MONITORING METHOD | DEDUCTIONS/ FEES TO BE ASSESSED |
|--|---|----------------------------|--|
| 8.40 Subcontracting | 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. | Inspection and Observation | \$100 per occurrence; possible termination for default of contract |
| STATEMENT OF WORK | | | |
| 3.0 QCP | Contractor maintains a comprehensive QCP to assure the County a consistently high level of performance throughout the term of the Contract in providing laboratory courier services. | Observation of Response | \$50 per occurrence |
| 6.3 Project Manager | County has access to Project Manager during all hours, 365 days per year. | Observation of Response | \$100 per occurrence. |
| 6.4 Laboratory Courier Personnel | 100% Completion of Required Services Contractor shall assign a sufficient number of drivers to perform the required work. | Inspection and Observation | \$50 per occurrence |
| 6.4.3 Back-up Laboratory Courier Personnel | 100% Completion of Required Services | Inspection and Observation | \$50 per occurrence |
| 6.4.6 Laboratory Courier Personnel Health and Safety Standards | 100% Completion of Required Services | Inspection and Observation | \$50 per occurrence |
| 7.1 Transported Materials | 100% Completion of Required Services | Inspection and Observation | \$50 per occurrence |

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REFERENCE/REQUIRED SERVICE | STANDARD PERFORMANCE | MONITORING METHOD | DEDUCTIONS/ FEES TO BE ASSESSED |
|----------------------------------|--|--|------------------------------------|
| 8.0 Training | Contractor shall provide training and continuing in-service training to all of its personnel at no cost to the County. Contractor's staff providing services under this Contract shall be fully trained in their assigned tasks and in safe transport/handling of specimen, and equipment | Provide copies of Programs upon County request | \$50 per occurrence |
| 9.0 Hours/Day of Work | Contractor shall provide laboratory courier services that will include Routine and Non-Routine routes to County, 365 days a year, twenty-four (24) hours a day, on a seven (7) days a week basis, including holidays and in times of strike, riot, insurrection, civil unrest, natural disaster, or a similar event when such services are physically possible to provide. | Observation | \$50 per occurrence |
| 10.0 Routine Route Services | 100% Completion of Required Services | Inspection and Observation | \$50 per occurrence |
| 11.0 Non-Routine Services | 100% Completion of Required Services | Inspection and Observation | \$50 per occurrence |
| 12.0 Specific Work Requirements | 100% Completion of Required Services | Inspection and Observation | \$50 per occurrence |
| 12.5 Laboratory Courier Vehicles | 100% Completion of Required Services | Inspection and Observation | \$50 per occurrence |
| 12.5.4 Transport Vehicles | Vehicles are enclosed with adequate space, air conditioning, operating security devices which to maintain sample integrity and confidentiality. | Inspection and Observation | \$100 per occurrence |

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REFERENCE/REQUIRED SERVICE | STANDARD PERFORMANCE | MONITORING METHOD | DEDUCTIONS/ FEES TO BE ASSESSED |
|-----------------------------|---|----------------------------|--|
| 12.5.8 Courier Manifest | Contract drivers must sign a courier manifest upon arrival at each site to verify service | Inspection and Observation | \$100 per occurrence |
| 12.7 Specimen Handling | 100% Completion of Required Services | Inspection and Observation | \$50 first 3 occurrences, \$100 thereafter |
| 12.8 Lock Boxes | 100% Completion of Required Services | Inspection and Observation | \$100 per occurrence |
| 12.9 Daily Courier Manifest | 100% Completion | Inspection and Observation | \$100 per occurrence |

ROUTINE ROUTE SCHEDULE

**Department of Health Services
Laboratory Courier Services
Route Schedule**

| | | | | Days per Week | Weeks per Year | Annual Stop Number | Annual Stop Number Deducting Holidays and No Pick-Up | |
|--|--|-----------------------------------|------------------------------|------------------------|----------------|--------------------|--|-----|
| ANTELOPE VALLEY CLUSTER | | | | | | 2,600 | 2,490 | |
| 10:30 | Monday to Friday | South Valley Health Center | 38350 40th St. East | Palmdale 93552 | 5 | 52 | 260 | 249 |
| 11:15 | Monday to Friday | Antelope Valley Health Center | 335-B East Ave. K-6 | Lancaster 93535 | 5 | 52 | 260 | 249 |
| 11:40 | Monday to Friday | Challenger Memorial Youth Center | 5300 W. Avenue "I" | Lancaster 93534 | 5 | 52 | 260 | 249 |
| 12:00 | Monday to Friday | High Desert Health System | 44900 N. 60th St. West | Lancaster 93536 | 5 | 52 | 260 | 249 |
| 13:00 | Monday to Friday | Olive View-UCLA Medical Center | 14445 Olive View Dr. | Sylmar 91342 | 5 | 52 | 260 | 249 |
| 15:30 | Monday, Wednesday, Friday | Lake Los Angeles Community Clinic | 16921 East Avenue O, Space G | Lake Los Angeles 93591 | 3 | 52 | 156 | 147 |
| 15:30 | Tuesday, Thursday | Littlerock Community Clinic | 8201 Pearblossom Hwy. | Littlerock 93543 | 2 | 52 | 104 | 102 |
| 16:10 | Monday to Friday | South Valley Health Center | 38350 40th St. East | Palmdale 93552 | 5 | 52 | 260 | 249 |
| 16:30 | Monday to Friday | Antelope Valley Health Center | 335-B East Ave. K-6 | Lancaster 93535 | 5 | 52 | 260 | 249 |
| 17:00 | Monday to Friday | High Desert Health System | 44900 N. 60th St. West | Lancaster 93536 | 5 | 52 | 260 | 249 |
| 18:00 | Monday to Friday | Olive View-UCLA Medical Center | 14445 Olive View Dr. | Sylmar 91342 | 5 | 52 | 260 | 249 |
| ANTELOPE VALLEY CLUSTER PM | | | | | | 520 | 498 | |
| 18:45 | Monday to Friday | Olive View-UCLA Medical Center | 14445 Olive View Dr. | Sylmar 91342 | 5 | 52 | 260 | 249 |
| 20:15 | Monday to Friday | Martin Luther King, Jr. M.A.C.C. | 12021 S. Wilmington Ave. | Los Angeles 90059 | 5 | 52 | 260 | 249 |
| SAN FERNANDO CLUSTER | | | | | | 2,496 | 2,393 | |
| 13:20 | Monday to Friday | Barry J. Nidorf Juvenile Hall | 16350 Filbert St. | Sylmar 91342 | 5 | 52 | 260 | 249 |
| 13:50 | Monday to Friday | Olive View-UCLA Medical Center | 14445 Olive View Dr. | Sylmar 91342 | 5 | 52 | 260 | 249 |
| 14:05 | Monday to Friday | Pacoima Health Center | 13300 Van Nuys Blvd. | Pacoima 91331 | 5 | 52 | 260 | 249 |
| 15:30 | Monday to Friday | Vaughn School Based Clinic | 13330 Vaughn St. | San Fernando 91340 | 5 | 52 | 260 | 249 |
| 16:00 | Monday, Wednesday, Friday, No pick-up 3rd of the month | North Hollywood Health Center | 5300 Tujunga Ave. | North Hollywood 91601 | 3 | 52 | 156 | 152 |
| 16:30 | Monday to Friday | Glendale Health Center | 501 N. Glendale Ave. | Glendale 91206 | 5 | 52 | 260 | 249 |
| 17:00 | Monday to Friday | Pacoima Health Center | 13300 Van Nuys Blvd. | Pacoima 91331 | 5 | 52 | 260 | 249 |
| 17:20 | Friday | Olive View-UCLA Medical Center | 14445 Olive View Dr. | Sylmar 91342 | 1 | 52 | 52 | 49 |
| 20:05 | Monday to Friday | Mid-Valley C.H.C. | 7515 Van Nuys Blvd. | Van Nuys 91405 | 5 | 52 | 260 | 249 |
| 20:20 | Monday to Thursday | San Fernando Health Center | 1212 Pico St. | San Fernando 91340 | 4 | 52 | 208 | 200 |
| 20:35 | Monday to Friday | Olive View-UCLA Medical Center | 14445 Olive View Dr. | Sylmar 91342 | 5 | 52 | 260 | 249 |
| NORTHEAST CLUSTER + ANTELOPE VALLEY (Saturday) | | | | | | 416 | 416 | |
| 13:00 | Saturday | South Valley Health Center | 38350 40th St. East | Palmdale 93552 | 1 | 52 | 52 | |
| 14:00 | Saturday | High Desert Health System | 44900 N. 60th St. West | Lancaster 93536 | 1 | 52 | 52 | |
| 16:00 | Saturday | El Monte C.H.C. | 10953 Ramona Blvd. | El Monte 91731 | 1 | 52 | 52 | |
| 16:50 | Saturday | Edward R. Roybal C.H.C. | 245 S. Fetterly Ave. | Los Angeles 90022 | 1 | 52 | 52 | |
| 18:00 | Saturday | H. Claude Hudson C.H.C. | 2829 S. Grand Ave. | Los Angeles 90007 | 1 | 52 | 52 | |
| 18:15 | Saturday | Hubert H. Humphrey C.H.C. | 5850 S. Main St. | Los Angeles 90003 | 1 | 52 | 52 | |
| 18:40 | Saturday | LAC+USC Medical Center | 1200 N. State St. | Los Angeles 90033 | 1 | 52 | 52 | |
| 19:00 | Saturday | Martin Luther King, Jr. M.A.C.C. | 12021 S. Wilmington Ave. | Los Angeles 90059 | 1 | 52 | 52 | |
| NORTHEAST CLUSTER + ANTELOPE VALLEY (Sunday & Holidays) | | | | | | 504 | 504 | |
| 12:00 | Sunday and Holiday | H. Claude Hudson C.H.C. | 2829 S. Grand Ave. | Los Angeles 90007 | 1 | 52 | 63 | |
| 12:40 | Sunday and Holiday | LAC+USC Medical Center | 1200 N. State St. | Los Angeles 90033 | 1 | 52 | 63 | |
| 14:40 | Sunday and Holiday | South Valley Health Center | 38350 40th St. East | Palmdale 93552 | 1 | 52 | 63 | |
| 15:40 | Sunday and Holiday | High Desert Health System | 44900 N. 60th St. West | Lancaster 93536 | 1 | 52 | 63 | |
| 18:00 | Sunday and Holiday | H. Claude Hudson C.H.C. | 2829 S. Grand Ave. | Los Angeles 90007 | 1 | 52 | 63 | |
| 18:15 | Sunday and Holiday | Hubert H. Humphrey C.H.C. | 5850 S. Main St. | Los Angeles 90003 | 1 | 52 | 63 | |
| 18:40 | Sunday and Holiday | LAC+USC Medical Center | 1200 N. State St. | Los Angeles 90033 | 1 | 52 | 63 | |
| 19:00 | Sunday and Holiday | Martin Luther King, Jr. M.A.C.C. | 12021 S. Wilmington Ave. | Los Angeles 90059 | 1 | 52 | 63 | |

**Department of Health Services
Laboratory Courier Services
Route Schedule**

| | | | | | Days per Week | Weeks per Year | Annual Stop Number* | Annual Stop Number Deducting Holidays and No Pick-Up |
|---|-------------------------------------|---|--------------------------|-------------------|---------------|----------------|---------------------|--|
| NORTHEAST CLUSTER :1 | | | | | | | 4,160 | 3,984 |
| 7:15 | Monday to Friday, Monday only 7:00 | LAC+USC Medical Center | 1200 N. State St. | Los Angeles 90033 | 5 | 52 | 260 | 249 |
| 8:00 | Monday to Friday, Monday only 7:30 | H. Claude Hudson C.H.C. | 2829 S. Grand Ave. | Los Angeles 90007 | 5 | 52 | 260 | 249 |
| 8:50 | Monday to Friday | Edward R. Roybal C.H.C. | 245 S. Fetterly Ave. | Los Angeles 90022 | 5 | 52 | 260 | 249 |
| 9:20 | Monday to Friday | El Monte C.H.C. | 10953 Ramona Blvd. | El Monte 91731 | 5 | 52 | 260 | 249 |
| 9:50 | Monday to Friday | Central Juvenile Hall | 1605 Eastlake Ave. | Los Angeles 90033 | 5 | 52 | 260 | 249 |
| 10:10 | Monday to Friday | LAC+USC Medical Center | 1200 N. State St. | Los Angeles 90033 | 5 | 52 | 260 | 249 |
| 11:00 | Monday to Friday | Monrovia Health Center | 330 Maple Ave. | Monrovia 91016 | 5 | 52 | 260 | 249 |
| 11:30 | Monday to Friday | Pomona Health Center | 750 S. Park Ave. | Pomona 91766 | 5 | 52 | 260 | 249 |
| 12:00 | Monday to Friday | La Puente Health Center | 15930 Central Ave. | La Puente 91744 | 5 | 52 | 260 | 249 |
| 12:40 | Monday to Friday | Whittier Health Center | 7643 S. Painter Ave. | Whittier 90602 | 5 | 52 | 260 | 249 |
| 13:20 | Monday to Friday | LAC+USC Medical Center | 1200 N. State St. | Los Angeles 90033 | 5 | 52 | 260 | 249 |
| 14:00 | Monday to Friday, Friday only 15:55 | Monrovia Health Center | 330 Maple Ave. | Monrovia 91016 | 5 | 52 | 260 | 249 |
| 15:00 | Monday to Friday, Friday only 15:20 | Pomona Health Center | 750 S. Park Ave. | Pomona 91766 | 5 | 52 | 260 | 249 |
| 15:15 | Monday to Friday, Friday only 14:55 | La Puente Health Center | 15930 Central Ave. | La Puente 91744 | 5 | 52 | 260 | 249 |
| 15:45 | Monday to Friday, Friday only 14:00 | Whittier Health Center | 7643 S. Painter Ave. | Whittier 90602 | 5 | 52 | 260 | 249 |
| 16:30 | Monday to Friday, Friday only 16:45 | LAC+USC Medical Center | 1200 N. State St. | Los Angeles 90033 | 5 | 52 | 260 | 249 |
| NORTHEAST CLUSTER CIRCUIT :2 | | | | | | | 4,004 | 3,833 |
| 11:00 | Monday to Friday | LAC+USC Medical Center | 1200 N. State St. | Los Angeles 90033 | 5 | 52 | 260 | 249 |
| 11:20 | Friday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | 1 | 52 | 52 | 49 |
| 11:30 | Monday to Friday | H. Claude Hudson C.H.C. | 2829 S. Grand Ave. | Los Angeles 90007 | 5 | 52 | 260 | 249 |
| 12:20 | Monday to Friday | Edward R. Roybal C.H.C. | 245 S. Fetterly Ave. | Los Angeles 90022 | 5 | 52 | 260 | 249 |
| 13:00 | Monday to Friday | LAC+USC Medical Center | 1200 N. State St. | Los Angeles 90033 | 5 | 52 | 260 | 249 |
| 13:30 | Monday to Friday | El Monte C.H.C. | 10953 Ramona Blvd. | El Monte 91731 | 5 | 52 | 260 | 249 |
| 13:40 | Monday to Friday | East San Gabriel Valley Satellite Medical Hub | 4024 N. Durfee Rd. | El Monte 91731 | 5 | 52 | 260 | 249 |
| 14:00 | Monday to Friday | H. Claude Hudson C.H.C. | 2829 S. Grand Ave. | Los Angeles 90007 | 5 | 52 | 260 | 249 |
| 14:15 | Friday | Dorothy F. Kirby Center | 1500 S. McDonnell Ave. | Los Angeles 90022 | 1 | 52 | 52 | 49 |
| 15:00 | Monday to Friday | Central Juvenile Hall | 1605 Eastlake Ave. | Los Angeles 90033 | 5 | 52 | 260 | 249 |
| 15:30 | Monday to Friday | LAC+USC Medical Center | 1200 N. State St. | Los Angeles 90033 | 5 | 52 | 260 | 249 |
| 17:00 | Monday to Friday | Edward R. Roybal C.H.C. | 245 S. Fetterly Ave. | Los Angeles 90022 | 5 | 52 | 260 | 249 |
| 18:25 | Monday to Friday | El Monte C.H.C. | 10953 Ramona Blvd. | El Monte 91731 | 5 | 52 | 260 | 249 |
| 19:00 | Monday to Friday | H. Claude Hudson C.H.C. | 2829 S. Grand Ave. | Los Angeles 90007 | 5 | 52 | 260 | 249 |
| 19:30 | Monday to Friday | LAC+USC Medical Center | 1200 N. State St. | Los Angeles 90033 | 5 | 52 | 260 | 249 |
| 19:55 | Monday to Friday | Hubert H. Humphrey C.H.C. | 5850 S. Main St. | Los Angeles 90003 | 5 | 52 | 260 | 249 |
| 20:30 | Monday to Friday | Martin Luther King, Jr. M.A.C.C. | 12021 S. Wilmington Ave. | Los Angeles 90059 | 5 | 52 | 260 | 249 |
| NORTHEAST/COASTAL CLUSTER CIRCUIT: 3 | | | | | | | 1,560 | 1,494 |
| 8:00 | Monday to Friday | Harbor-UCLA Medical Center | 1000 W. Carson St. | Torrance 90509 | 5 | 52 | 260 | 249 |
| 9:30 | Monday to Friday | Public Health Lab | 313 N. Figueroa St. | Los Angeles 90012 | 5 | 52 | 260 | 249 |
| 11:55 | Monday to Friday | Hollywood/Wilshire Health Center | 5205 Melrose Ave. | Hollywood 90038 | 5 | 52 | 260 | 249 |
| 12:25 | Monday to Friday | Central Health Center | 241 N. Figueroa St. | Los Angeles 90012 | 5 | 52 | 260 | 249 |
| 12:55 | Monday to Friday | Weingart Medical Clinic | 515 E. 6th St. | Los Angeles 90021 | 5 | 52 | 260 | 249 |
| 13:20 | Monday to Friday | LAC+USC Medical Center | 1200 N. State St. | Los Angeles 90033 | 5 | 52 | 260 | 249 |

**Department of Health Services
Laboratory Courier Services
Route Schedule**

| | | | | Days per Week | Weeks per Year | Annual Stop Number* | Annual Stop Number Deducting Holidays and No Pick-Up |
|--------------------------|------------------|----------------------------------|--------------------------|---------------|----------------|---------------------|--|
| SOUTHWEST CLUSTER | | | | | | 4,160 | 3,984 |
| 9:30 | Monday to Friday | Martin Luther King, Jr. M.A.C.C. | 12021 S. Wilmington Ave. | 5 | 52 | 260 | 249 |
| 10:00 | Monday to Friday | Dollarhide Health Center | 1108 N. Oleander St. | 5 | 52 | 260 | 249 |
| 10:30 | Monday to Friday | South Health Center | 1522 E. 102nd St. | 5 | 52 | 260 | 249 |
| 11:00 | Monday to Friday | Hubert H. Humphrey C.H.C. | 5850 S. Main St. | 5 | 52 | 260 | 249 |
| 11:20 | Monday to Friday | Curtis Tucker Health Center | 123 W. Manchester Blvd. | 5 | 52 | 260 | 249 |
| 11:40 | Monday to Friday | Martin Luther King, Jr. M.A.C.C. | 12021 S. Wilmington Ave. | 5 | 52 | 260 | 249 |
| 12:00 | Monday to Friday | Dollarhide Health Center | 1108 N. Oleander St. | 5 | 52 | 260 | 249 |
| 12:20 | Monday to Friday | South Health Center | 1522 E. 102nd St. | 5 | 52 | 260 | 249 |
| 12:40 | Monday to Friday | Curtis Tucker Health Center | 123 W. Manchester Blvd. | 5 | 52 | 260 | 249 |
| 13:00 | Monday to Friday | Hubert H. Humphrey C.H.C. | 5850 S. Main St. | 5 | 52 | 260 | 249 |
| 13:30 | Monday to Friday | Martin Luther King, Jr. M.A.C.C. | 12021 S. Wilmington Ave. | 5 | 52 | 260 | 249 |
| 14:00 | Monday to Friday | Curtis Tucker Health Center | 123 W. Manchester Blvd. | 5 | 52 | 260 | 249 |
| 14:30 | Monday to Friday | Hubert H. Humphrey C.H.C. | 5850 S. Main St. | 5 | 52 | 260 | 249 |
| 15:00 | Monday to Friday | South Health Center | 1522 E. 102nd St. | 5 | 52 | 260 | 249 |
| 15:30 | Monday to Friday | Dollarhide Health Center | 1108 N. Oleander St. | 5 | 52 | 260 | 249 |
| 16:00 | Monday to Friday | Martin Luther King, Jr. M.A.C.C. | 12021 S. Wilmington Ave. | 5 | 52 | 260 | 249 |
| COASTAL CLUSTER | | | | | | 3,900 | 3,735 |
| 10:30 | Monday to Friday | Harbor-UCLA Medical Center | 1000 W. Carson St. | 5 | 52 | 260 | 249 |
| 11:30 | Monday to Friday | Bellflower Health Center | 10005 E. Flower St. | 5 | 52 | 260 | 249 |
| 12:15 | Monday to Friday | Long Beach C.H.C. | 1333 Chestnut Ave. | 5 | 52 | 260 | 249 |
| 12:30 | Monday to Friday | Wilmington Health Center | 1326 Broad Ave. | 5 | 52 | 260 | 249 |
| 12:45 | Monday to Friday | Family Medicine | 1403 W. Lomita Ave. | 5 | 52 | 260 | 249 |
| 12:55 | Monday to Friday | Torrance Health Center | 711 Del Amo Blvd. | 5 | 52 | 260 | 249 |
| 13:05 | Monday to Friday | Harbor-UCLA Medical Center | 1000 W. Carson St. | 5 | 52 | 260 | 249 |
| 15:20 | Monday to Friday | Gardena School Based Clinic | 1301 W. 182nd St., Rm W1 | 5 | 52 | 260 | 249 |
| 16:00 | Monday to Friday | Bellflower Health Center | 10005 E. Flower St. | 5 | 52 | 260 | 249 |
| 16:45 | Monday to Friday | Long Beach C.H.C. | 1333 Chestnut Ave. | 5 | 52 | 260 | 249 |
| 17:00 | Monday to Friday | Wilmington Health Center | 1326 Broad Ave. | 5 | 52 | 260 | 249 |
| 17:15 | Monday to Friday | Family Medicine | 1403 W. Lomita Ave. | 5 | 52 | 260 | 249 |
| 17:50 | Monday to Friday | Harbor-UCLA Medical Center | 1000 W. Carson St. | 5 | 52 | 260 | 249 |
| 18:30 | Monday to Friday | Long Beach C.H.C. | 1333 Chestnut Ave. | 5 | 52 | 260 | 249 |
| 19:30 | Monday to Friday | Harbor-UCLA Medical Center | 1000 W. Carson St. | 5 | 52 | 260 | 249 |

**Department of Health Services
Laboratory Courier Services
Route Schedule**

| | | | | | Days per Week | Weeks per Year | Annual Stop Number* | Annual Stop Number Deducting Holidays and No Pick-Up |
|---|------------------|----------------------------------|--------------------------|-------------------|---------------|----------------|---------------------|--|
| HOSPITAL/PUBLIC HEALTH | | | | | | | 4,940 | 4,731 |
| 7:15 | Monday to Friday | LAC+USC Medical Center | 1200 N. State St. | Los Angeles 90033 | 5 | 52 | 260 | 249 |
| 8:15 | Monday to Friday | Olive View-UCLA Medical Center | 14445 Olive View Dr. | Sylmar 91342 | 5 | 52 | 260 | 249 |
| 8:30 | Monday to Friday | Barry J. Nidorf Juvenile Hall | 16350 Filbert St. | Sylmar 91342 | 5 | 52 | 260 | 249 |
| 9:20 | Monday to Friday | Public Health Lab | 313 N. Figueroa St. | Los Angeles 90012 | 5 | 52 | 260 | 249 |
| 9:25 | Monday to Friday | Central Health Center | 241 N. Figueroa St. | Los Angeles 90012 | 5 | 52 | 260 | 249 |
| 9:45 | Monday to Friday | Los Padrinis Juvenile Hall | 7285 Quill Drive | Downey 90242 | 5 | 52 | 260 | 249 |
| 10:00 | Monday to Friday | Rancho Los Amigos N.R.C. | 7601 E. Imperial Hwy. | Downey 90242 | 5 | 52 | 260 | 249 |
| 10:30 | Monday to Friday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | 5 | 52 | 260 | 249 |
| 11:00 | Monday to Friday | Harbor-UCLA Medical Center | 1000 W. Carson St. | Torrance 90509 | 5 | 52 | 260 | 249 |
| 11:30 | Monday to Friday | Martin Luther King, Jr. M.A.C.C. | 12021 S. Wilmington Ave. | Los Angeles 90059 | 5 | 52 | 260 | 249 |
| 12:00 | Monday to Friday | Hubert H. Humphrey C.H.C. | 5850 S. Main St. | Los Angeles 90003 | 5 | 52 | 260 | 249 |
| 12:30 | Monday to Friday | Central Juvenile Hall | 1605 Eastlake Ave. | Los Angeles 90033 | 5 | 52 | 260 | 249 |
| 13:00 | Monday to Friday | LAC+USC Medical Center | 1200 N. State St. | Los Angeles 90033 | 5 | 52 | 260 | 249 |
| 13:30 | Monday to Friday | Harbor-UCLA Medical Center | 1000 W. Carson St. | Torrance 90509 | 5 | 52 | 260 | 249 |
| 13:45 | Monday to Friday | Martin Luther King, Jr. M.A.C.C. | 12021 S. Wilmington Ave. | Los Angeles 90059 | 5 | 52 | 260 | 249 |
| 13:55 | Monday to Friday | Rancho Los Amigos N.R.C. | 7601 E. Imperial Hwy. | Downey 90242 | 5 | 52 | 260 | 249 |
| 14:00 | Monday to Friday | Los Padrinis Juvenile Hall | 7285 Quill Drive | Downey 90242 | 5 | 52 | 260 | 249 |
| 14:40 | Monday to Friday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | 5 | 52 | 260 | 249 |
| 15:15 | Monday to Friday | LAC+USC Medical Center | 1200 N. State St. | Los Angeles 90033 | 5 | 52 | 260 | 249 |
| HOSPITAL/PUBLIC HEALTH (Saturdays) | | | | | | | 676 | 676 |
| 9:25 | Saturday | Olive View-UCLA Medical Center | 14445 Olive View Dr. | Sylmar 91342 | 1 | 52 | 52 | |
| 10:30 | Saturday | LAC+USC Medical Center | 1200 N. State St. | Los Angeles 90033 | 1 | 52 | 52 | |
| 11:00 | Saturday | Martin Luther King, Jr. M.A.C.C. | 12021 S. Wilmington Ave. | Los Angeles 90059 | 1 | 52 | 52 | |
| 11:30 | Saturday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | 1 | 52 | 52 | |
| 12:00 | Saturday | Long Beach C.H.C. | 1333 Chestnut Ave. | Long Beach 90813 | 1 | 52 | 52 | |
| 12:25 | Saturday | Wilmington Health Center | 1326 Broad Ave. | Wilmington 90744 | 1 | 52 | 52 | |
| 12:35 | Saturday | Family Medicine | 1403 W. Lomita Ave. | Harbor City 90710 | 1 | 52 | 52 | |
| 13:05 | Saturday | Harbor-UCLA Medical Center | 1000 W. Carson St. | Torrance 90509 | 1 | 52 | 52 | |
| 13:30 | Saturday | H. Claude Hudson C.H.C. | 2829 S. Grand Ave. | Los Angeles 90007 | 1 | 52 | 52 | |
| 14:15 | Saturday | LAC+USC Medical Center | 1200 N. State St. | Los Angeles 90033 | 1 | 52 | 52 | |
| 15:00 | Saturday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | 1 | 52 | 52 | |
| 16:00 | Saturday | Long Beach C.H.C. | 1333 Chestnut Ave. | Long Beach 90813 | 1 | 52 | 52 | |
| 16:30 | Saturday | Harbor-UCLA Medical Center | 1000 W. Carson St. | Torrance 90509 | 1 | 52 | 52 | |
| HOSPITAL/PUBLIC HEALTH (Holidays) | | | | | | | 55 | 55 |
| 8:00 | Holiday | Harbor-UCLA Medical Center | 1000 W. Carson St. | Torrance 90509 | | | 11 | |
| 8:25 | Holiday | Martin Luther King, Jr. M.A.C.C. | 12021 S. Wilmington Ave. | Los Angeles 90059 | | | 11 | |
| 9:10 | Holiday | Olive View-UCLA Medical Center | 14445 Olive View Dr. | Sylmar 91342 | | | 11 | |
| 10:10 | Holiday | LAC+USC Medical Center | 1200 N. State St. | Los Angeles 90033 | | | 11 | |
| 10:30 | Holiday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | | | 11 | |
| DEDICATED HIGH DESERT/ PUBLIC HEALTH (MON - FRI) | | | | | | | 520 | 498 |
| 12:30 | Monday to Friday | High Desert Health System | 44900 N. 60th St. West | Lancaster 93536 | 5 | 52 | 260 | 249 |
| 14:30 | Monday to Friday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | 5 | 52 | 260 | 249 |

Total Annual Number of Stops 29,291

**Department of Public Health
Laboratory Courier Services
Route-Route Schedule**

| | | | | | | Days per Week | Weeks per Year | Annual Stop Number | Annual Stop Number Deducting Holidays and No Pick-Up |
|----------------|-------------------|----------------------------------|-------------------------|-------------------|--|---------------|----------------|--------------------|--|
| ROUTE 1 | | | | | | | | 3,744 | 3,593 |
| 7:30 | Monday to Friday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | | 5 | 52 | 260 | 249 |
| 8:30 | Monday to Friday | Pomona Health Center | 750 S. Park Ave. | Pomona 91766 | | 5 | 52 | 260 | 249 |
| 9:05 | Monday to Friday | Monrovia Health Center | 330 Maple Ave. | Monrovia 91016 | | 5 | 52 | 260 | 249 |
| 9:40 | Monday to Friday | Glendale Health Center | 501 N. Glendale Ave. | Glendale 91206 | | 5 | 52 | 260 | 249 |
| 10:10 | Monday to Friday | Central Juvenile Hall | 1605 Eastlake Ave. | Los Angeles 90033 | | 5 | 52 | 260 | 249 |
| 11:00 | Monday to Friday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | | 5 | 52 | 260 | 249 |
| 12:00 | Monday to Friday | El Monte C.H.C. | 10953 Ramona Blvd. | El Monte 91731 | | 3 | 52 | 156 | 147 |
| 12:10 | Tuesday, Thursday | AltaMed El Monte | 10454 E. Valley Blvd. | El Monte 91731 | | 4 | 52 | 208 | 206 |
| 12:50 | Monday to Friday | Monrovia Health Center | 330 Maple Ave. | Monrovia 91016 | | 5 | 52 | 260 | 249 |
| 13:30 | Monday to Friday | Olive View-UCLA Medical Center | 14445 Olive View Dr. | Sylmar 91342 | | 5 | 52 | 260 | 249 |
| 13:50 | Monday to Friday | Pacoima Health Center | 13300 Van Nuys Blvd. | Pacoima 91331 | | 5 | 52 | 260 | 249 |
| 14:30 | Monday to Friday | Glendale Health Center | 501 N. Glendale Ave. | Glendale 91206 | | 5 | 52 | 260 | 249 |
| 15:00 | Monday to Friday | Central Juvenile Hall | 1605 Eastlake Ave. | Los Angeles 90033 | | 5 | 52 | 260 | 249 |
| 15:20 | Monday to Friday | LAC+USC Medical Center | 1200 N. State St. | Los Angeles 90033 | | 5 | 52 | 260 | 249 |
| 15:50 | Monday to Friday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | | 5 | 52 | 260 | 252 |
| ROUTE 2 | | | | | | | | 4160 | 3984 |
| 7:30 | Monday to Friday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | | 5 | 52 | 260 | 249 |
| 8:00 | Monday to Friday | STD Program Headquarters | 2615 S. Grand Ave. | Los Angeles 90007 | | 5 | 52 | 260 | 249 |
| 8:15 | Monday to Friday | South Health Center | 1522 E. 102nd St. | Los Angeles 90002 | | 5 | 52 | 260 | 249 |
| 8:50 | Monday to Friday | Torrance Health Center | 711 Del Amo Blvd. | Torrance 90502 | | 5 | 52 | 260 | 249 |
| 9:20 | Monday to Friday | Curtis Tucker Health Center | 123 W. Manchester Blvd. | Inglewood 90301 | | 5 | 52 | 260 | 249 |
| 9:50 | Monday to Friday | Ruth Temple Health Center | 3834 S. Western Ave. | Los Angeles 90062 | | 5 | 52 | 260 | 249 |
| 10:50 | Monday to Friday | Hollywood-Wilshire Health Center | 5205 Melrose Ave. | Los Angeles 90038 | | 5 | 52 | 260 | 249 |
| 11:30 | Monday to Friday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | | 5 | 52 | 260 | 249 |
| 12:35 | Monday to Friday | South Health Center | 1522 E. 102nd St. | Los Angeles 90002 | | 5 | 52 | 260 | 249 |
| 12:55 | Monday to Friday | Torrance Health Center | 711 Del Amo Blvd. | Torrance 90502 | | 5 | 52 | 260 | 249 |
| 13:30 | Monday to Friday | Curtis Tucker Health Center | 123 W. Manchester Blvd. | Inglewood 90301 | | 5 | 52 | 260 | 249 |
| 14:00 | Monday to Friday | Ruth Temple Health Center | 3834 S. Western Ave. | Los Angeles 90062 | | 5 | 52 | 260 | 249 |
| 14:25 | Monday to Friday | Hollywood-Wilshire Health Center | 5205 Melrose Ave. | Los Angeles 90038 | | 5 | 52 | 260 | 249 |
| 14:40 | Monday to Friday | Twin Towers C.F. (Towers I & II) | 450 & 550 Bauchet St. | Los Angeles 90012 | | 5 | 52 | 260 | 249 |
| 15:00 | Monday to Friday | Central Health Center | 241 N. Figueroa St. | Los Angeles 90012 | | 5 | 52 | 260 | 249 |
| 15:35 | Monday to Friday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | | 5 | 52 | 260 | 249 |

**Department of Public Health
Laboratory Courier Services
Route-Route Schedule**

| | | | | | | Days per Week | Weeks per Year | Annual Stop Number | Annual Stop Number Deducting Holidays and No Pick-Up |
|----------------|---------------------------|---|---------------------------------|-----------------------|---|---------------|----------------|--------------------|--|
| ROUTE 3 | | | | | | 3,068 | | | 2,837 |
| 8:00 | Wednesday, Friday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | 2 | 52 | 104 | 93 | |
| 9:15 | Monday, Wednesday, Friday | A.H.F. Valley Healthcare Center | 4835 Van Nuys Blvd. | Sherman Oaks 91403 | 3 | 52 | 156 | 145 | |
| 9:30 | Monday, Wednesday, Friday | AIM Health Care | 4630 Van Nuys Blvd. | Sherman Oaks 91403 | 3 | 52 | 156 | 145 | |
| 9:30 | Monday, Wednesday, Friday | AIM Health Care | 10727 Whiteoak Ave. | Granada Hills 91344 | 3 | 52 | 156 | 145 | |
| 9:45 | Friday | Pierce College | 6201 Winetka Ave. | Woodland Hills 91371 | 1 | 52 | 52 | 41 | |
| 9:55 | Monday, Wednesday, Friday | Tarzana Treatment Center | 18646 Oxnard St./8330 Reseda Bl | Northridge 91325 | 3 | 52 | 156 | 145 | |
| 10:00 | Monday, Wednesday, Friday | Tarzana Mobile Treatment | 7101 Baird Ave. | Reseda 91335 | 3 | 52 | 156 | 145 | |
| 11:00 | Friday | Van Nuys Medical & Mental Health | 6265 Sepulveda Blvd. | Van Nuys 91411 | 1 | 52 | 52 | 41 | |
| 11:10 | Friday | Via Avanta | 11643 Glenoaks Blvd. | Pacoima 91331 | 1 | 52 | 52 | 41 | |
| 11:30 | Monday to Friday | El Proyecto Del Barrio | 8902 Woodman Ave. | Arleta 91331 | 5 | 52 | 260 | 249 | |
| 11:45 | Thursday | Valley Community Clinic | 6801 Coldwater Canyon Ave. | North Hollywood 91605 | 1 | 52 | 52 | 41 | |
| 12:30 | Monday to Friday | Lambda Medical Group | 1625 Schrader Blvd. | Los Angeles 90028 | 5 | 52 | 260 | 249 | |
| 12:50 | Friday | Van Ness Recovery House | 1919 N. Beachwood Dr. | Los Angeles 90068 | 1 | 52 | 52 | 41 | |
| 13:05 | Friday | Hollywood Courthouse | 5925 Hollywood Blvd. | Hollywood 90028 | 1 | 52 | 52 | 41 | |
| 13:20 | Wednesday, Friday | Childrens Hospital | 5000 Sunset Blvd., 4th Floor | Los Angeles 90027 | 2 | 52 | 104 | 93 | |
| 13:30 | Monday to Friday | A.H.F. Men's Wellness Center | 1300 N. Vermont Ave., R-407 | Los Angeles 90027 | 5 | 52 | 260 | 249 | |
| 13:40 | Tuesday | Asian Pacific Health Care Venture, Inc. | 1530 Hillhurst Ave., R-200 | Los Angeles 90027 | 1 | 52 | 52 | 41 | |
| 13:50 | Monday, Wednesday, Friday | Hollywood Sunset Free Clinic | 3324 Sunset Blvd. | Los Angeles 90026 | 3 | 52 | 156 | 145 | |
| 14:00 | Monday to Friday | A.H.F. | 1300 Scott Ave. | Los Angeles 90026 | 5 | 52 | 260 | 249 | |
| 14:20 | Monday to Friday | El Centro Del Pueblo | 1157 Lemoyne St. | Los Angeles 90026 | 5 | 52 | 260 | 249 | |
| 15:40 | Monday to Friday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | 5 | 52 | 260 | 249 | |
| ROUTE 4 | | | | | | 3,848 | | | 3,595 |
| 8:00 | Wednesday, Friday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | 2 | 52 | 104 | 93 | |
| 9:00 | Monday, Wednesday, Friday | AltaMed | 512 S. Indiana St. | Los Angeles 90063 | 3 | 52 | 156 | 145 | |
| 9:20 | Tuesday, Thursday, Friday | AltaMed - East Los Angeles | 5427 Whittier Blvd. | Los Angeles 90022 | 3 | 52 | 156 | 145 | |
| 9:40 | Tuesday, Thursday | Asian Youth Center | 100 W. Clary Ave. | San Gabriel 91776 | 2 | 52 | 104 | 93 | |
| 10:00 | Monday, Wednesday, Friday | Bienvenidos | 5257 E. Beverly Blvd. | Los Angeles 90022 | 3 | 52 | 156 | 145 | |
| 10:10 | Monday to Friday | Edward R. Roybal C.H.C. | 245 S. Fetterly Ave. | Los Angeles 90022 | 5 | 52 | 260 | 249 | |
| 10:20 | Monday, Wednesday, Friday | East Los Angeles College | 1301 Avenida Cesar Chavez | Monterey Park 91754 | 3 | 52 | 156 | 145 | |
| 11:05 | Tuesday, Thursday | Pasadena City College | 1570 E. Colorado Blvd. | Pasadena 91103 | 2 | 52 | 104 | 93 | |
| 11:20 | Monday to Friday | Pasadena Public Health | 1845 N. Fair Oaks Ave. | Pasadena 91103 | 5 | 52 | 260 | 249 | |
| 11:45 | Monday to Friday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | 5 | 52 | 260 | 249 | |
| 10:50 | Thursday | Citrus College | 1000 W. Foothill Blvd. | Glendora 91741 | 1 | 52 | 52 | 41 | |
| 11:30 | Monday to Friday | AltaMed - Pico Rivera | 9436 E. Slauson Ave. | Pico Rivera 90660 | 5 | 52 | 260 | 249 | |
| 11:35 | Monday to Friday | Whittier Health Center | 7643 S. Painter Ave. | Whittier 90602 | 5 | 52 | 260 | 249 | |
| 12:00 | Monday, Wednesday | A.H.F. - Whittier Healthcare Center | 9200 Colima Rd. | Whittier 90603 | 2 | 52 | 104 | 93 | |
| 12:00 | Thursday | Whittier Rio Hondo | | | 1 | 52 | 52 | 41 | |
| 13:00 | Monday to Friday | La Puente Health Center | 15930 Central Ave. | La Puente 91744 | 5 | 52 | 260 | 249 | |
| 13:10 | Monday to Friday | Cal Poly Pomona | 3801 W. Temple Ave. | Pomona 91768 | 5 | 52 | 260 | 249 | |
| 13:10 | Monday to Friday | Pomona Health Center | 750 S. Park Ave. | Pomona 91766 | 5 | 52 | 260 | 249 | |
| 13:20 | Tuesday, Thursday | East Valley Community Health Center | 420 S. Glendora Ave. | West Covina 91790 | 2 | 52 | 104 | 93 | |
| 13:30 | Monday, Wednesday, Friday | East Valley Community Health Center | 680 Fairplex Dr. | Pomona 91768 | 3 | 52 | 156 | 145 | |
| 13:45 | Wednesday | Prototypes | 845 E. Arrow Hwy. | Pomona 91767 | 1 | 52 | 52 | 41 | |
| 13:55 | Friday | American Recovery Center | 2180 Valley Blvd. | Pomona 91768 | 1 | 52 | 52 | 41 | |
| 15:35 | Monday to Friday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | 5 | 52 | 260 | 249 | |

**Department of Public Health
Laboratory Courier Services
Route-Route Schedule**

| | | | | | Days per Week | Weeks per Year | Annual Stop Number | Annual Stop Number Deducting Holidays and No Pick-Up |
|----------------|-------------------------------------|-----------------------------------|----------------------------|----------------------|---------------|----------------|--------------------|--|
| ROUTE 5 | | | | | | | 4,008 | 3,744 |
| 8:00 | Wednesday, Friday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | 2 | 52 | 115 | 104 |
| 8:20 | Monday to Friday | Harbor-UCLA Medical Center | 1000 W. Carson St. | Torrance 90509 | 5 | 52 | 271 | 260 |
| 8:40 | Monday, Wednesday, Friday | The 1350 Club | 510 W. Anaheim St. | Wilmington 90744 | 3 | 52 | 167 | 156 |
| 9:15 | Monday to Friday | A.H.F. Downtown Healthcare Center | 1414 S. Grand Ave. | Los Angeles 90015 | 5 | 52 | 271 | 260 |
| 9:30 | Wednesday | Matrix Institute | 5220 W. Washington Blvd. | Los Angeles 90016 | 1 | 52 | 63 | 52 |
| 9:45 | Friday | Positive Images Minority AIDS | 5149 W. Jefferson Blvd. | Los Angeles 90016 | 1 | 52 | 63 | 52 |
| 9:55 | Monday, Wednesday, Friday | A.H.F. Westside Healthcare Center | 99 La Cienega Blvd. | Los Angeles 90211 | 3 | 52 | 167 | 156 |
| 11:00 | Monday to Friday | A.H.F. West Hollywood | 8212 Santa Monica Blvd. | West Hollywood 90046 | 5 | 52 | 271 | 260 |
| 11:15 | Monday, Wednesday, Thursday, Friday | U.C.L.A. Project Flow | 910 N. Vine St. | Los Angeles 90038 | 4 | 52 | 219 | 208 |
| 11:00 | Thursday | Criminal Justice Center | 210 W. Temple St. | Los Angeles 90012 | 1 | 52 | 63 | 52 |
| 11:45 | Friday | Pacifica House | 2501 W. El Segundo Blvd. | Hawthorne 90250 | 1 | 52 | 63 | 52 |
| 11:45 | Wednesday | El Camino College | 16007 S. Crenshaw Blvd. | Torrance 90506 | 1 | 52 | 63 | 52 |
| 12:00 | Monday to Friday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | 5 | 52 | 271 | 260 |
| 12:10 | Monday, Thursday | Cal State Dominguez Hills | 1000 E. Victoria St. | Carson 90747 | 4 | 52 | 219 | 208 |
| 12:10 | Friday | Tarzana Treatment Center | 2101 Magnolia Ave. | Long Beach 90806 | 1 | 52 | 63 | 52 |
| 13:00 | Monday | Redgate Memorial Recovery Center | 1775 Chestnut Ave. | Long Beach 90813 | 1 | 52 | 63 | 52 |
| 13:25 | Monday, Thursday | Bienestar Human Services | 1020 E. Pacific Coast Hwy. | Long Beach 90806 | 2 | 52 | 115 | 104 |
| 13:10 | Friday | C.A.R.E. Program | 411 E. 10th St. | Long Beach 90813 | 1 | 52 | 63 | 52 |
| 13:25 | Monday to Friday | OASIS Clinic | 1807 E. 120th St. | Los Angeles 90059 | 5 | 52 | 271 | 260 |
| 13:40 | Monday, Tuesday, Thursday | Jordan High School | 2265 E. 103rd St. | Los Angeles 90002 | 3 | 52 | 167 | 156 |
| 14:05 | Monday to Friday | U.S.C. Student Health | 849 W. 34th St. | Los Angeles 90089 | 5 | 52 | 271 | 260 |
| 14:20 | Monday to Friday | H. Claude Hudson C.H.C. | 2829 S. Grand Ave. | Los Angeles 90007 | 5 | 52 | 271 | 260 |
| 15:00 | Monday, Wednesday, Friday | T.H.E. Clinic | 3834 S. Western Ave. | Los Angeles 90062 | 3 | 52 | 167 | 156 |
| 15:40 | Monday to Friday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | 5 | 52 | 271 | 260 |
| ROUTE 6 | | | | | | | 4,420 | 4,233 |
| 7:15 | Monday to Friday, Monday only 7:00 | LAC+USC Medical Center | 1200 N. State St. | Los Angeles 90033 | 5 | 52 | 260 | 249 |
| 8:00 | Monday to Friday, Monday only 7:30 | H. Claude Hudson C.H.C. | 2829 S. Grand Ave. | Los Angeles 90007 | 5 | 52 | 260 | 249 |
| 8:50 | Monday to Friday | Edward R. Roybal C.H.C. | 245 S. Fetterly Ave. | Los Angeles 90022 | 5 | 52 | 260 | 249 |
| 9:20 | Monday to Friday | El Monte C.H.C. | 10953 Ramona Blvd. | El Monte 91731 | 5 | 52 | 260 | 249 |
| 9:35 | Monday to Friday | Ingleside Hospital | 7500 Hellman Ave | Rosemead 91770 | 5 | 52 | 260 | 249 |
| 9:50 | Monday to Friday | Central Juvenile Hall | 1605 Eastlake Ave. | Los Angeles 90033 | 5 | 52 | 260 | 249 |
| 10:10 | Monday to Friday | LAC+USC Medical Center | 1200 N. State St. | Los Angeles 90033 | 5 | 52 | 260 | 249 |
| 11:00 | Monday to Friday | Monrovia Health Center | 330 Maple Ave. | Monrovia 91016 | 5 | 52 | 260 | 249 |
| 11:30 | Monday to Friday | Pomona Health Center | 750 S. Park Ave. | Pomona 91766 | 5 | 52 | 260 | 249 |
| 12:00 | Monday to Friday | La Puente Health Center | 15930 Central Ave. | La Puente 91744 | 5 | 52 | 260 | 249 |
| 12:40 | Monday to Friday | Whittier Health Center | 7643 S. Painter Ave. | Whittier 90602 | 5 | 52 | 260 | 249 |
| 13:20 | Monday to Friday | LAC+USC Medical Center | 1200 N. State St. | Los Angeles 90033 | 5 | 52 | 260 | 249 |
| 14:00 | Monday to Friday, Friday only 15:55 | Monrovia Health Center | 330 Maple Ave. | Monrovia 91016 | 5 | 52 | 260 | 249 |
| 15:00 | Monday to Friday, Friday only 15:20 | Pomona Health Center | 750 S. Park Ave. | Pomona 91766 | 5 | 52 | 260 | 249 |
| 15:15 | Monday to Friday, Friday only 14:55 | La Puente Health Center | 15930 Central Ave. | La Puente 91744 | 5 | 52 | 260 | 249 |
| 15:45 | Monday to Friday, Friday only 14:00 | Whittier Health Center | 7643 S. Painter Ave. | Whittier 90602 | 5 | 52 | 260 | 249 |
| 16:30 | Monday to Friday | LAC+USC Medical Center | 1200 N. State St. | Los Angeles 90033 | 5 | 52 | 260 | 249 |

**Department of Public Health
Laboratory Courier Services
Route-Route Schedule**

| | | | | | Days per Week | Weeks per Year | Annual Stop Number | Annual Stop Number Deducting Holidays and No Pick-Up |
|----------------|--------------------------------------|-------------------------------------|-----------------------------|------------------------|---------------|----------------|--------------------|--|
| ROUTE 7 | | | | | | | 1,196 | 1,130 |
| 8:00 | Wednesday, Friday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | 2 | 52 | 104 | 93 |
| 10:00 | Monday to Friday | Central Regional Detention Facility | 11705 S. Alameda St. | Lynwood 90262 | 5 | 52 | 260 | 249 |
| 10:00 | Tuesday, Friday | Dollarhide Health Center | 1108 N. Oleander St. | Compton 90221 | 2 | 52 | 104 | 93 |
| 10:30 | Monday to Friday | Drew Satellite Clinic | 2610 Industry Way | Lynwood 90262 | 5 | 52 | 260 | 249 |
| 11:30 | Tuesday, Wednesday, Thursday, Friday | Oasis Clinic | 3209 N. Alameda St. | Compton 90222 | 4 | 52 | 208 | 197 |
| 12:30 | Monday to Friday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | 5 | 52 | 260 | 249 |
| ROUTE 8 | | | | | | | 208 | 197 |
| 8:30 | Monday, Thursday | Public Health Pharmacy | 241 N. Figueroa St., Rm B-9 | Los Angeles 90012 | 2 | 52 | 104 | 104 |
| 9:30 | Monday, Thursday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | 2 | 52 | 104 | 93 |
| ROUTE 9 | | | | | | | 1,092 | 1,059 |
| 8:00 | Saturday | Twin Towers C.F. (Towers I & II) | 450 & 550 Bauchet St. | Los Angeles 90012 | 1 | 52 | 52 | |
| 8:20 | Saturday | H. Claude Hudson C.H.C. | 2829 S. Grand Ave. | Los Angeles 90007 | 1 | 52 | 52 | |
| 8:45 | Saturday | Harbor-UCLA Medical Center | 1000 W. Carson St. | Torrance 90509 | 1 | 52 | 52 | |
| 9:10 | Saturday | Martin Luther King, Jr. M.A.C.C. | 12021 S. Wilmington Ave. | Los Angeles 90059 | 1 | 52 | 52 | |
| 9:30 | Saturday | Central Regional Detention Facility | 11705 S. Alameda St. | Lynwood 90262 | 1 | 52 | 52 | |
| 10:00 | Saturday | Public Health Lab - Downey | 12750 Erickson Ave. | Downey 90242 | 1 | 52 | 52 | |
| TBD | Monday to Friday (AM) | North Hollywood Health Center | 5300 Tujunga Ave. | North Hollywood, 91601 | 5 | 52 | 260 | 249 |
| TBD | Monday to Friday (PM) | North Hollywood Health Center | 5300 Tujunga Ave. | North Hollywood, 91601 | 5 | 52 | 260 | 249 |
| TBD | Monday to Friday | Simms/Mann Health Center | 2509 Pico Blvd., Room 325 | Santa Monica, 90405 | 5 | 52 | 260 | 249 |

Total Annual Number of Stops 24,372

**DEPARTMENT OF PUBLIC HEALTH
PUBLIC HEALTH LABORATORY
DAILY COURIER MANIFEST
COURIER SIGN OFF SHEET**

(COURIER NAME)

Date:

Driver:

| Pick-Up/Delivery Location | # of Items Delivered | | # of Items (Bags) Picked-up | | | | Pick-Up/Delivery Time | Site Contact Signature | Contact Name (Printed) |
|---------------------------|----------------------|----------|-----------------------------|--------------|-------------|-------|-----------------------|------------------------|------------------------|
| | Reports | Supplies | Room Temp | Refrig. Temp | Frozen Temp | Other | | | |
| (SITE NAME) | | | | | | | | | |
| | | | | | | | | | |
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NOTE: Drivers will be required to use a courier manifest at each stop.

NOTE: THIS IS A SAMPLE FORM. EACH NETWORK RESPONSIBLE FOR A SPECIFIC ROUTE SHOULD CUSTOMIZE THEIR OWN MANIFEST.

DEPARTMENT OF HEALTH SERVICES
DAILY COURIER MANIFEST
COURIER SIGN OFF SHEET

***NOTE: Number of bags and envelopes per lab staff must match count per courier. Notify Lab Manager(County Project Manager)/Lead Tech immediately if discrepancy occurs**

| Date | #Bags & envelopes per lab staff* | | | | Lab Staff initials | #Bags & envelopes per courier* | | | | COURIER | | | #Bags & Envelopes Rec'd @ Facility | Verified by | Comments |
|------|----------------------------------|--------|---------|---------------|--------------------|--------------------------------|--------|---------|---------------|----------|-----|------|------------------------------------|-------------|----------|
| | Room | Refrig | Freezer | Envelopes | | Room | Refrig | Freezer | Envelopes | Initials | ID# | Time | | | |
| | | | | R H E L | | | | | R H E L | | | | Bags | Env. | |
| | M | | | | | M | | | | | | | | | |
| | | | | R H E L | | | | | R H E L | | | | Bags | Env. | |
| | M | | | | | M | | | | | | | | | |
| | | | | R H E L | | | | | R H E L | | | | Bags | Env. | |
| | M | | | | | M | | | | | | | | | |
| | | | | R H E L | | | | | R H E L | | | | Bags | Env. | |
| | M | | | | | M | | | | | | | | | |
| | | | | R H E L | | | | | R H E L | | | | Bags | Env. | |
| | M | | | | | M | | | | | | | | | |
| | | | | R H E L | | | | | R H E L | | | | Bags | Env. | |
| | M | | | | | M | | | | | | | | | |
| | | | | R H E L | | | | | R H E L | | | | Bags | Env. | |
| | M | | | | | M | | | | | | | | | |

M= Microbiology H= Hudson CHC L= LAC+USC
 R= Roybal CHC E= El Monte CHC

NOTE: THIS IS A SAMPLE FORM. EACH NETWORK RESPONSIBLE FOR A SPECIFIC ROUTE SHOULD CUSTOMIZE THEIR OWN MANIFEST.

SAMPLE

PERSONNEL MONITORING TOOL

| Name of Contract Employee: | Doc. Loc.* | Personnel Record #1 | Personnel Record #2 |
|---|------------|---------------------|---------------------|
| INITIAL VERIFICATION | | | |
| Photo ID Badge/ID No. | | | |
| Conditions of Employment | | | |
| Date of Live Scan™ Background Check through County: | | | |
| Background Check by Contractor | | | |
| Valid Driver License Expiration Date | | | |
| Current Automobile License Expiration Date | | | |
| Vehicle Inspection | | | |
| Facility Orientation (Initial) | | | |
| Facility Annual Re- Orientation | | | |
| Area Specific Orientation (Annual) | | | |
| Sexual Harassment Prevention/Unacceptable Behavior | | | |
| HIPAA / Privacy (PHI) | | | |
| Health and Safety Standards | | | |
| Hazardous Materials | | | |
| Disaster management/ Emergency Plan | | | |
| Security/Threat Mgmt. | | | |

Location of Document: "A" = Area, "P" = Facility Personnel, "C" = Contractor Office

PERSONNEL MONITORING TOOL

| Name of Contract Employee: | Doc. Loc.* | Personnel Record #1 | Personnel Record #2 |
|---|------------|---------------------|---------------------|
| Risk Management/Incident Reporting | | | |
| Code of Conduct/ Compliance | | | |
| Data/ Information Security Awareness; Safeguards for Protected Health Information | | | |
| Other Trainings: | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Location of Document: "A" = Area, "P" = Facility Personnel, "C" = Contractor Office

APPENDIX D

REQUIRED FORMS

FOR

REQUEST FOR PROPOSALS (RFP)

APPENDIX D TABLE OF CONTENTS REQUIRED FORMS

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- 2 PROSPECTIVE CONTRACTOR REFERENCES
- 3 PROSPECTIVE CONTRACTOR LIST OF CONTRACTS
- 4 PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS
- 5 PROSPECTIVE CONTRACTOR PENDING LITIGATION AND JUDGMENTS
- 6 CERTIFICATION OF NO CONFLICT OF INTEREST
- 7 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERT
(Two forms are available for Exhibit 7)
- 8 REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND
CBE FIRM/ORGANIZATION INFORMATION FORM
- 9 PROPOSER'S EEO CERTIFICATION
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- 20 CONTRACTOR STAFFING PLAN

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REQUIRED FORMS - EXHIBIT 1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

- 1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

_____ Name _____ State _____ Year Inc.

- 2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

- 3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

| Name | County of Registration | Year became DBA |
|-------|------------------------|-----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

- 4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

- 5. Please list any other names your firm has done business as within the last five (5) years.

| Name | Year of Name Change |
|-------|---------------------|
| _____ | _____ |
| _____ | _____ |

- 6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

1.4.1 Proposer must have three (3) consecutive years experience, within the last five (5) years, providing laboratory courier services equivalent or similar to the services identified in Appendix B, Statement of Work to hospitals, medical groups, or satellite laboratories.

1.4.2 Proposer must attend the Mandatory Proposers Conference.

Check the appropriate boxes:

Yes No RFP, Sub-paragraph 1.4.1, ___ years experience, within the last ___ years

Yes No RFP, Sub-paragraph 1.4.2, Proposer attended the Mandatory Proposers Conference

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

Address:

E-mail address: _____ Telephone number: _____

Fax number: _____

On behalf of _____ (Proposer's name), I _____ (Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date County

WebVen Number

REQUIRED FORMS - EXHIBIT 2
PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

List Five (5) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation.

| | | | | |
|------------------------|-------------------------------|-----------------------|---------------------------|---------------------|
| 1. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | # of Years / Term of Contract | | Type of Service | Dollar Amt. |
| 2. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | # of Years / Term of Contract | | Type of Service | Dollar Amt. |
| 3. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | # of Years / Term of Contract | | Type of Service | Dollar Amt. |
| 4. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | # of Years / Term of Contract | | Type of Service | Dollar Amt. |
| 5. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | # of Years / Term of Contract | | Type of Service | Dollar Amt. |

REQUIRED FORMS - EXHIBIT 3
PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

| | | | | |
|------------------------|-------------------------------|-----------------------|---------------------------|---------------------|
| 1. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | # of Years / Term of Contract | | Type of Service | Dollar Amt. |
| 2. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | # of Years / Term of Contract | | Type of Service | Dollar Amt. |
| 3. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | # of Years / Term of Contract | | Type of Service | Dollar Amt. |
| 4. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | # of Years / Term of Contract | | Type of Service | Dollar Amt. |
| 5. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | # of Years / Term of Contract | | Type of Service | Dollar Amt. |

REQUIRED FORMS - EXHIBIT 4
PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

List of all contracts that have been terminated within the past three (3) years.

| | | | | |
|------------------------|------------------------|-------------------------|-----------------------------|-----------------------|
| 1. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | | Reason for Termination: | | |
| 2. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | | Reason for Termination: | | |
| 3. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | | Reason for Termination: | | |
| 4. Name of Firm | Address of Firm | Contact Person | Telephone # () | Fax # () |
| Name or Contract No. | | Reason for Termination: | | |

REQUIRED FORMS - EXHIBIT 5
PROSPECTIVE CONTRACTOR PENDING LITIGATION AND JUDGEMENTS

Contractor's Name: _____

Identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

| Name | Date | Case | Pending Litigation | Judgment | Size and Scope |
|------|------|------|--------------------|----------|----------------|
| | | | | | |
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REQUIRED FORMS - EXHIBIT 6
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals 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 number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, 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 number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

REQUIRED FORMS - EXHIBIT 7
FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

REQUIRED FORMS - EXHIBIT 8

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____
COUNTY VENDOR NUMBER: _____

- As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
- Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

| Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____ | | | | | | |
|---|--|--------|----------|--------|-------|--------|
| Total Number of Employees (including owners): _____ | | | | | | |
| Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories: | | | | | | |
| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | | | | |
| Hispanic/Latino | | | | | | |
| Asian or Pacific Islander | | | | | | |
| American Indian | | | | | | |
| Filipino | | | | | | |
| White | | | | | | |

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

| | Black/African American | Hispanic/Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|-------|------------------------|-----------------|---------------------------|-----------------|----------|-------|
| Men | % | % | % | % | % | % |
| Women | % | % | % | % | % | % |

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

| Agency Name | Minority | Women | Dis-advantaged | Disabled Veteran | Expiration Date |
|-------------|----------|-------|----------------|------------------|-----------------|
| | | | | | |
| | | | | | |

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

| | | | |
|-----------------------|----------------------|-------|------|
| Print Authorized Name | Authorized Signature | Title | Date |
|-----------------------|----------------------|-------|------|

**REQUIRED FORMS - EXHIBIT 9
PROPOSER'S EEO CERTIFICATION**

Company Name

Address

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. | () | () |
| 2. Proposer periodically conducts a self-analysis or utilization analysis of its work force. | () | () |
| 3. Proposer has a system for determining if its employment practices are discriminatory against protected groups. | () | () |
| 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. | () | () |

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 10
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

REQUIRED FORMS - EXHIBIT 11

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

| | | |
|----------------------------------|--------|-----------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: | | |
| Solicitation For _____ Services: | | |

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"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.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

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: | Title: |
| Signature: | Date: |

REQUIRED FORMS – EXHIBITS 12A and 12B

PRICE SHEET – ROUTINE ROUTE SERVICES PRICE SHEET – NON-ROUTINE SERVICES

To complete the Price Sheets, please follow the instructions listed below:

- a. Price Sheets must be prepared in Microsoft Office Excel format. No other formats, templates, or worksheets shall be accepted. Proposers may Download the Price Sheets from the following sites:

<http://publichealth.lacounty.gov/cg/index.htm>, or
<http://cg.dhs.lacounty.gov/default.htm>

- b. The file name is identified as follows:

EXHIBIT 12 A and B – PRICE SHEET – LABORATORY COURIER SERVICES

- c. Proposers must complete a separate Exhibit 12A for each Department that includes monthly and annual pricing.
- d. Proposers must complete Exhibit 12B. Exhibit 12B is the combined (DPH & DHS) Price Sheet for Non-Routine Services

REQUIRED FORMS - EXHIBIT 13

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

Print Name of Signer

Title

Signature

Date

REQUIRED FORMS – EXHIBITS 14

BUDGET SHEET

LABORATORY COURIER SERVICES

ROUTINE ROUTE SERVICES

To complete the Budget Sheets, please follow the instructions listed below:

- a. Budget Sheets must be prepared in Microsoft Office Excel format. No other formats, templates, or worksheets shall be accepted. Proposers may Download the Budget Sheets from the following sites:

<http://publichealth.lacounty.gov/cg/index.htm>, or
<http://cg.dhs.lacounty.gov/default.htm>

- b. The file name is identified as follows:

EXHIBIT 14 – BUDGET SHEET – LABORATORY COURIER SERVICES

- c. Proposers must complete a separate Exhibit 14 for each Department. The monthly and annual totals must match the monthly and annual totals identified in Exhibit 12A, Price Sheet for each Department.
- d. Each Payroll Staff Classification (Position Title), FTE, Hourly Rate, Contractor's Labor Hours, must match the details from Exhibit 20, Contractor Staffing Plan.

EMPLOYEE BENEFITS
Laboratory Courier Services

DEPARTMENT OF _____

EMPLOYEE BENEFITS FOR:
Medical Insurance/Health Plan:

Employer Pays \$ _____ Employee Pays \$ _____ Total Mo. Premium \$ _____

Annual Deductible
Employee \$ _____ Family \$ _____

Coverage (√)

- _____ Hospital Care (In Patient _____ Out Patient _____)
- _____ X-Ray and Laboratory
- _____ Surgery
- _____ Office Visits
- _____ Pharmacy
- _____ Maternity
- _____ Mental Health/Chemical Dependency, In Patient
- _____ Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$ _____ Employee Pays \$ _____ Total Mo. Premium \$ _____

Life Insurance:

Employer Pays \$ _____ Employee Pays \$ _____ Total Mo. Premium \$ _____

Vacation:

Number of Days _____ and

Any increase after _____ years of employment, number of days or hours _____

Sick Leave:

Number of Days _____ and

Any increase after _____ years of employment, number of days or hours _____

Holidays:

Number of Days _____ per year

Retirement:

Employer Pays \$ _____ Employee Pays \$ _____ Total Premium \$ _____

**LIVING WAGE PROGRAM
AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT**

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

COUNTY OF LOS ANGELES



**LIVING WAGE PROGRAM
AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT**

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization (“Firm”) identified below and makes the following statements on behalf of his or her Firm. **The Agent is required to check each of the applicable boxes below.**

LIVING WAGE ORDINANCE:

- The Agent has read the County’s Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- The Agent has read the County’s Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A “Labor Law/Payroll Violation” includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**
- The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law /Payroll Violations (Check One):

- There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer’s final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**
- The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

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

| | |
|--------------------------------------|----------------------|
| Owner’s/Agent’s Authorized Signature | Print Name and Title |
| Print Name of Firm | Date |

REQUIRED FORMS - EXHIBIT 17

**LIVING WAGE PROGRAM
AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT**

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

LABOR/PAYROLL/DEBARMENT HISTORY



COUNTY OF LOS ANGELES

LIVING WAGE PROGRAM

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

LABOR/PAYROLL/DEBARMENT HISTORY

Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten (10) years.

| | |
|------------------------|---------------------------------------|
| Print Name of Firm: | Print Name of Owner: |
| Print Address of Firm: | Owner's/Agent's Authorized Signature: |
| City, State, Zip Code: | Print Name and Title: |

| | | |
|---|-------------------|--------------------|
| Public Entity Name: | | Date of Incident: |
| Case Number/Date Claim Opened: | Case Number: | Date Claim Opened: |
| Name and Address of Claimant: | Name: | |
| | Street Address: | |
| | City, State, Zip: | |
| Description of Work: (e.g., janitor) | | |
| Description of Allegation and/or Violation: | | |
| Disposition of Finding (attach disposition letter): (e.g., Liquidated Damages, Penalties, Debarment, etc.) | | |

Additional Pages are attached for a total of _____ pages.

REQUIRED FORMS - EXHIBIT 18

LIVING WAGE PROGRAM

CONTRACTOR LIVING WAGE DECLARATION



COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

LIVING WAGE DECLARATION

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

If you are not exempt from the Program, please check the option that best describes your intention to comply with the Program.

- I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than \$11.84 per hour per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s): _____

Company Insurance Group Number: _____

Health Benefit(s) Payment Schedule:

Monthly Quarterly Bi-Annual

Annually _____ Other:

(Specify)

| | |
|--|--------------------|
| PLEASE PRINT COMPANY NAME: | |
| I declare under penalty of perjury under the laws of the State of California that the above is true and correct: | |
| SIGNATURE: | DATE: |
| PLEASE PRINT NAME: | TITLE OR POSITION: |

REQUIRED FORMS - EXHIBIT 19

LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

APPLICATION FOR EXEMPTION

Page 1 of 3

The contract to be awarded pursuant to the County’s solicitation (RFP or IFB) is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. To apply, Contractors must complete and submit this form to the County by the date identified in the solicitation (RFP or IFB) document. Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

| | | |
|-------------------------|-------------------|---------------------------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: | Facsimile Number: | Email Address: |
| Awarding Department: | | Contract Term: |
| Type of Service: | | |
| Contract Dollar Amount: | | Contract Number (if any): |

I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim*):

- My business is a non-profit corporation qualified under Internal Revenue Code Section 501(c)(3) (*attach IRS Determination Letter*).
- My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
 - Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
 - Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

APPLICATION FOR EXEMPTION

- My business is subject to a bona fide Collective Bargaining Agreement (*attach agreement*); **AND**
 - the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
 - the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

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

| | |
|-------------|--------|
| PRINT NAME: | TITLE: |
| SIGNATURE: | DATE: |

REVIEWED BY COUNTY:

| SIGNATURE OF REVIEWER | APPROVED | DISAPPROVED | DATE |
|------------------------------|-----------------|--------------------|-------------|
| | | | |



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

APPLICATION FOR EXEMPTION

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- I, **or my collective bargaining unit, have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group

Number(s): _____

Health Premium Amount Paid by

Employer: _____

Health Premium Amount Paid by

Employee: _____

Health Benefit(s) Payment Schedule:

- Monthly Quarterly Bi-Annual
 Annually Other: _____
(Specify)

- I, **or my collective bargaining unit, do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

REQUIRED FORMS - EXHIBIT 20

LIVING WAGE PROGRAM

CONTRACTOR STAFFING PLAN AND SAMPLE

To complete the Contractor Staffing Plan, please follow the instructions listed below:

- a. Contractors should carefully read the Living Wage Ordinance, Appendix K, and the pertinent living wage provisions of the Sample Contract, Appendix A, Sub-paragraph 9.1, both of which are incorporated by reference into and made a part of this RFP. The Living Wage Program applies to both Contractors and their Subcontractors. The prospective Contract is subject to the requirements of the County's Living Wage Program (Los Angeles County Code Chapter 2.201). Proposals that fail to comply with the requirements of the Living Wage Program may be considered non-responsive and excluded from further consideration
- b. Required Form - Exhibit 20, Contractor Staffing Plan is provided in Microsoft Office Excel format. To complete Exhibit 20, Contractor Staffing Plan, Proposers may Download the form from the following sites:

<http://publichealth.lacounty.gov/cg/index.htm>, or
<http://cg.dhs.lacounty.gov/default.htm>
- c. The file name is identified as follows:

EXHIBIT 20 – CONTRACTOR STAFFING PLAN WITH SAMPLE
- d. Proposers must complete a separate Exhibit 20 for each Department.
- e. Each Payroll Staff Classification (Position Title), FTE, Hourly Rate, Contractor's Labor Hours, must match the details in Exhibit 14, Budget Sheet – Routine Route Services.

REQUIRED FORMS - EXHIBIT 21
CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

**REQUIRED FORMS - EXHIBIT 22
TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**

| | | |
|------------------|--------|-----------|
| COMPANY NAME: | | |
| COMPANY ADDRESS: | | |
| CITY: | STATE: | ZIP CODE: |

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

| | |
|-------------|--------|
| PRINT NAME: | TITLE: |
| SIGNATURE: | DATE: |

REVIEWED BY COUNTY:

| SIGNATURE OF REVIEWER | APPROVED | DISAPPROVED | DATE |
|------------------------------|-----------------|--------------------|-------------|
| | | | |

REQUIRED FORMS EXHIBIT 23

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

| | | |
|---|----------------|-----------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: | Email address: | |
| Solicitation/Contract For _____ Services: | | |

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

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

| | |
|-------------|--------|
| Print Name: | Title: |
| Signature: | Date: |

Date: _____

REQUIRED FORMS - EXHIBIT 24

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Page 1 of 2

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
1. Proposer further agrees by submitting this proposal that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76),” as set forth in the text of the Sample Contract attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 2. Proposer acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Proposer acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

3. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
4. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
5. Where Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated: _____

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

TRANSMITTAL FORM TO REQUEST A RFP SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

| | |
|----------------|------------------|
| Proposer Name: | Date of Request: |
| Project Title: | Project No. |

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

_____ (Name) _____ (Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

http://lacounty.info/doing_business/DebarmentList.htm

IRS NOTICE 1015
 (Obtain latest version from IRS website)
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2010 are less than \$48,362 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2011.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2010 and owes no tax but is eligible for a credit of \$829, he or she must file a 2010 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2010)
 Cat. No. 205991

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

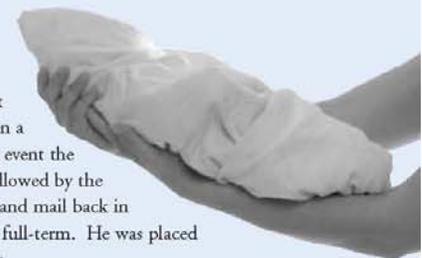
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

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

2.201.020 Definitions.

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

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

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

C. "Employer" means:

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

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

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

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

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

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

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

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.030 Prospective effect.

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

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

2.201.040 Payment of living wage.

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

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

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

2.201.050 Other provisions.

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

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

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue

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Chapter 2.201 LIVING WAGE PROGRAM

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

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

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

2.201.060 Employer retaliation prohibited.

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

2.201.070 Employee retention rights.

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

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

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

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

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

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other county requirement for employees of a contractor.

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

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

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

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

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

2.201.090 Exceptions.

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

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

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

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

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1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

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

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

2.201.100 Severability.

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

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

[2.202.010 Findings and declarations.](#)

[2.202.020 Definitions.](#)

[2.202.030 Determination of contractor non-responsibility.](#)

[2.202.040 Debarment of contractors.](#)

[2.202.050 Pre-emption.](#)

[2.202.060 Severability.](#)

2.202.010 Findings and declarations.

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor

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DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

debarment hearings and make recommendations on debarment to the board of supervisors. G. Determination of “non-responsibility” means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is “non-responsible” for purposes of that particular contract.

H. “Bid or proposal” means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds 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 omission 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.

C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor’s acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
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responsibility finding shall become final upon approval by the board of supervisors. (Ord. 2005-0066 § 3, 2005; Ord. 2004-0009 § 2, 2004; Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of contractors.

A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

B. The county may debar a contractor if the county 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 omission 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.

C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.

E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
- (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
- (3) Whether there is a pattern or prior history of wrongdoing.
- (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
- (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
- (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
- (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.

(8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.

(9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.

(10) Whether the wrongdoing was pervasive within a contractor's organization.

(11) The positions held by the individuals involved in the wrongdoing.

(12) Whether a contractor's principals participated in, knew of, or tolerated the offense.

(13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

(14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.

(15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.

(16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.

(17) Other factors that are appropriate to the circumstances of a particular case.

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (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. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

| COUNTY DETERMINATION | RANGE OF DEDUCTION (Deduction is taken from the maximum evaluation points available) | |
|---|---|---|
| | Proposer Fully Disclosed | Proposer <i>Did Not</i> Fully Disclose |
| Proposer Name: _____ Contracting Department: _____ Department Contact Person: _____ Phone: _____ | | |
| MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.* | 8 - 10% Consider investigating a finding of proposer non-responsibility** | 16 - 20% Consider investigating a finding of proposer non-responsibility** |
| SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.* | 4 - 7% | 8 - 14% Consider investigating a finding of proposer non-responsibility** |
| MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.* | 2 - 3% | 4 - 6% |
| INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.* | 0 - 1% | 1 - 2% |
| NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.* | 0 | N/A |

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://ag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at <http://ag.gov/charities/statutes.php/>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

2.206.030 Applicability.

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

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Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

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

2.206.050 Administration and compliance certification.

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

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

- 1. Chief Executive Office delegated authority agreements under \$50,000;
- 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
- 3. A purchase made through a state or federal contract;
- 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
- 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
- 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
- 7. Program agreements that utilize Board of Supervisors' discretionary funds;
- 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
- 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
- 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

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

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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