County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

January 31, 2006

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

Dear Supervisors:

APPROVAL OF A MASTER AGREEMENT FOR TEMPORARY PERSONNEL SERVICES (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Sheriff or his designee to execute the Temporary Personnel Services Master Agreement (copy enclosed) with various vendors for a term of three (3) years, with two (2) one-year renewal option periods, and thereafter, for another six (6) months in any increment.

2. Authorize the Sheriff or his designee to execute applicable documents when the original contracting entity has merged, been purchased, or otherwise changed, and to execute amendments to meet the needs of the Los Angeles County Sheriff's Department (Department), including adding job classifications and/or adding vendors who meet the County's minimum qualifications, with prior approval of the Office of County Counsel, and term extensions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to enable the Department to continue receiving temporary personnel services. The Department is in need of temporary personnel to fill critical work assignments. The classifications that will be utilized include, but are not limited to the following: Intermediate Clerk, Intermediate Typist Clerk, Secretary, Executive Secretary, Data Entry Clerk, Warehouse Worker, Medical Records Technician, Dietitian, and Pharmacist.

The Department provides an array of specialized services. Frequent and often unpredictable changes in the needs of the public result in variation in program size and require additional staffing to handle increases in paperwork and administrative duties. Temporary personnel are needed to provide staffing flexibility and minimize dislocation of permanent employees.

The temporary personnel will also provide coverage during extended sick and family leaves, special projects, emergencies, and to meet critical workload demands.

Implementation of Strategic Plan Goals

The services provided under this Agreement support the County's Strategic Goal No. 1, Service Excellence, and Goal No. 4, Fiscal Responsibility, by allowing Sheriff's Personnel Administration to maintain a pool of temporary personnel to provide quality temporary services as needed. The services will also maximize the Department's financial and physical resources, allowing the Department to fulfill its legal responsibility to the public.

FISCAL IMPACT/FINANCING

The Department has identified funding in the amount of $600,000 in the Fiscal Year 2005-06 operating budget. The Department will continue to allocate the funds required to continue these services throughout the duration of this agreement.

The total amount paid under this agreement will depend on the services needed by the Department. The charges are based on fixed billable hourly rates, which will remain constant throughout the term of this agreement. The estimated maximum annual cost will not exceed the fiscal year's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Government Code, Section 31000.4, temporary personnel utilized under contract may be placed in individual assignments for a maximum of 90 business days or 720 working hours.

Currently there is an active Master Agreement that was approved by the Board on February 1, 2000, which will expire on January 31, 2006.

The Request for Statement of Qualifications (RFSQ) and Master Agreement include the revised Contractor Non-Responsibility and Debarment language adopted by your Board on August 16, 2005.

Advance notification and a copy of the Temporary Personnel Services solicitation documents, Master Agreement, and Statement of Work were provided to the Department of Human Resources (DHR), Chief Administrative Office (CAO) and SEIU Local 660.

This Master Agreement has been approved as to form by County Counsel.

The Master Agreement requires all contractors to be in compliance with all Board, Chief Administrative Office, and County Counsel requirements, including Jury Services and Safely Surrendered Baby Law.

This is not a Proposition A contract, therefore, the Living Wage Program (County Code Chapter 2.2001) does not apply to the recommended Agreement.

CONTRACTING PROCESS

On October 20, 2005, the Department issued a RFSQ for Temporary Personnel Services. The RFSQ solicitation was posted on the Los Angeles County Website and the Los Angeles County Sheriff's Department's Website, with an initial closing date of November 17, 2005. A conference was conducted on October 28, 2005. There were 17 vendors in attendance. The Department received 10 Statement of Qualifications (SOQ) on November 17, 2005. The evaluation committee reviewed all SOQ. Of the 10 responses, 8 vendors met the minimum requirements. The vendors who met the minimum requirements and who will receive contracts are: AppleOne Employment Services, BBT&T, Helpmates, JM Staffing, Ladera Career Paths, Inc., PDQ Personnel Services, RX Relief, and Temp RD. Approval of this Master Agreement will permit the Department to contract with additional vendors, if necessary.

IMPACT ON CURRENT SERVICES

There will be no negative impact on current Sheriff's operations and services.

CONCLUSION

Upon approval by your Board, please return two (2) adopted copies of this action to the Sheriff's Department's Contracts Unit.

Sincerely,

Lee Baca

LEROY D. BACA
SHERIFF

MASTER AGREEMENT

MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

AND

(CONTRACTOR)

FOR

TEMPORARY PERSONNEL SERVICES

MASTER AGREEMENT PROVISIONS
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MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT
AND

_____

FOR
TEMPORARY PERSONNEL SERVICES

This Master Agreement and Exhibits is entered into as of the Effective Date, by and between the County of Los Angeles; hereinafter referred to as County and _____, hereinafter referred to as Contractor, to provide Temporary Personnel Services for the Los Angeles County Sheriff's Department.

RECITALS

WHEREAS, the County may contract with private businesses for Temporary Personnel Services to assist County departments during any peak load, temporary absence, or emergency other than a labor dispute; and

WHEREAS, the Contractor is a private firm specializing in providing Temporary Personnel Services; and

WHEREAS, the Los Angeles County Board of Supervisors has determined that it is in the economic interest of the County to provide such temporary help by contract rather than employing persons for such purpose; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000.4 which authorizes the Board of Supervisors to contract with temporary help firms; and

WHEREAS, the Board of Supervisors has authorized the Sheriff of Los Angeles County to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

This base document and Exhibits A, B, C, D, E, F, G and H form the Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base document and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the base document and then to the Exhibits according to the following priority:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - Temporary Personnel Job Classifications/Minimum Qualifications and Billable Hourly Rates

1.3 EXHIBIT C - Work Order

1.4 EXHIBIT D - Contractor's EEO Certification

1.5 EXHIBIT E - Contractor's Employment Acknowledgement and Confidentiality Agreement

1.6 EXHIBIT F - Contractor's Non-Employee Acknowledgement and Confidentiality Agreement

1.7 EXHIBIT G - Discrepancy Report

1.8 EXHIBIT H – Listing of Sheriff's Department Locations

This base document and the exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement.

No change to this Master Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

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

2.1 **Active Contractor:** The person(s), partnership, or corporation, who has entered into a contract with the County to perform the services covered herein in the Statement of Work, Exhibit A, and whose evidence of insurance has been received by the Sheriff's Department. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.

2.2 **Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.

2.3 **Contractor Assistant Project Manager:** The individual designated by the Contractor to act as the liaison on behalf of the absent Project Manager.

2.4 **County Project Director:** Person designated by the Sheriff with authority on contractual or administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager.

2.5 **County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.

2.6 **Day(s):** Calendar day(s) unless otherwise specified.

2.7 **Effective Date:** The date this Master Agreement is executed by the Sheriff.

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

2.9 **Hourly Billable Rate:** The rate the Contractor will bill the County for work performed by temporary personnel, as stated in Exhibit B, Temporary Personnel Job Classifications/Minimum Qualifications and Billable Hourly Rates.

2.10 **Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Sheriff's Department.

2.11 **Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.

2.12 **Sheriff:** Sheriff of Los Angeles County.

2.13 **Sheriff's Department Temporary Personnel Supervisor:** The individual designated at the Sheriff's Department Unit, where temporary personnel are providing services under this Agreement, to supervise the temporary personnel and approve time slips.

2.14 **Shift Day:** The Day Shift or First Shift working hours are generally from 8:30 a.m. until 5:00 p.m. Working hours may vary depending on the assigned work location and duties.

2.15 **Shift Second:** The Second Shift or Night Shift working hours are generally from 3:00 p.m. until 11:30 p.m. Working hours may vary depending on the assigned work location and duties.

2.16 **Shift Third:** The Third Shift or Early Morning Shift working hours are generally from 11:00 p.m. until 6:30 a.m. Working hours may vary depending on the assigned work location and duties.

2.17 **Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.

2.18 **Work Order:** A subordinate agreement in the form of Exhibit C, (Work Order), executed wholly within and subject to the provisions of the Master Agreement, for the performance of tasks and/or provision of deliverables as described in the Statement of Work, Exhibit A.

3.0 WORK

3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A, Statement of Work and as specified in a fully executed Exhibit C, (Work Order) not to exceed the 90 days or 720 hours limit.

3.2 Work Orders shall conform to Exhibit C, Sample Work Order Format. Each Work Order shall include a service summary outline, which shall describe in detail the particular project and the work required for the performance thereof.

3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than qualified Contractor personnel, who have been pre-screened by Contractor and have met the security clearance of the Sheriff's Department and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Sub-paragraph 8.4, Change Notices and Amendments, these shall be gratuitous efforts on the part of the Contractor for which Contractor shall have no claim whatsoever against County.

3.4 The County's procedures for issuing Work Orders are set forth in Exhibit A, Statement of Work. Upon determination by the County to request temporary personnel services, it is the County's intent to issue a work order to a Qualified Contractor on a rotational basis; however, the County's Project Manager has the sole discretion to issue work to any of the Qualified Contractors.

3.5 No Guaranty of Work

3.5.1 This Master Agreement is intended to provide the County with temporary personnel services on an as-needed basis. As such, the County does not promise, guaranty or warrant that it will utilize any particular level of Contractor services, or any services at all during the term of this Master Agreement. The determination as to the need for such services shall rest solely within the discretion of the County's Project Manager.

3.5.2 The Contractor understands that the County is not required to assign any percentage or minimum level of such services to the Contractor. The County's Project Manager may, in his/her sole discretion, obtain any or all such services from one or

more service providers having duly executed a temporary personnel services agreement with the County.

4.0 TERM OF MASTER AGREEMENT

4.1 This Master Agreement is effective upon the date of its execution by the Sheriff. This Master Agreement shall expire on _____ (three years from date of approval of the Master Agreement form by the Los Angeles County Board of Supervisor) unless sooner extended or terminated, in whole or in part, as provided herein. If this Master Agreement becomes effective during any of the extension periods, than this Master Agreement will have the same term as other Master Agreements active at that time.

4.2 The County shall have the option to extend the Master Agreement term for up to two (2) additional one-year periods and six (6) month-to-month extensions, in any increment, for a total Master Agreement term of five (5) years and six (6) months from the date of approval by the Los Angeles County Board of Supervisors. Each such extension shall be exercised at the sole discretion of the Sheriff.

4.3 Contractor shall notify the Sheriff's Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Sheriff's Department at the address herein, provided in Section 6.0, Administration of Agreement – County.

5.0 CONTRACT SUM

5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except as pursuant to satisfactorily performed work and validly executed Invoices. In each year of this Master

Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Sheriff's Department by the County Board of Supervisors in its approved budget. The County has sole discretion to expend some, all, or none of such budgeted amount. The sum of such maximum annual expenditures for the duration of the Master Agreement is the Contract Sum.

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in fully executed Work Orders. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 **No Payment for Services Provided Following Expiration/ Termination of Master Agreement**

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

5.4 **Invoices and Payments**

5.4.1 The Contractor shall invoice the County monthly for providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, as specified in fully executed Work Orders.

5.4.2 Payment for all work shall be on an hourly rate basis, based on the rates specified in Exhibit B, Temporary Personnel Job Classifications and Billable Hourly Rates, for the hours indicated on the temporary personnel time slip, not to exceed 90 days or 720 hours. The Contractor shall not be paid for any work where the time slip is not signed by the Sheriff's Department Unit Supervisor, as stated in Exhibit A, Statement of Work, Section 8.2.

5.4.3 All invoices submitted by Contractor must receive the written approval of the County's Project Manager. The County's Project Manager shall forward the approved invoice to Sheriff's Accounts Payable Unit for payment.

5.4.4 Invoices under this Master Agreement shall be submitted to the County's Project Manager, as specified in Section 6.2 of this Master Agreement, and a copy of the invoice to: Los Angeles County Sheriff's Department, Accounts Payable Unit, 4700 Ramona Boulevard, Monterey Park, CA 91754.

5.4.5 **Invoice Content -** Each invoice submitted by Contractor shall specify:

- Contractor's Master Agreement number
- Name(s) of persons who performed the work and classification

- A brief description of the service/task(s) for which payment is claimed
- Billable Hourly rates
- Period of performance of work being invoiced
- Copy of the Time Slips signed by the Sheriff's Department Unit Supervisor
- Name of the Sheriff's Department Unit where work is performed and signature of Unit's supervisor
- The total amount of the invoice

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director for this Agreement shall be:

Madeline Ezekiel
Los Angeles County Sheriff's Department
Personnel Administration
101 Centre Plaza Drive
Monterey Park, CA 91754
Email: Mezekie@lasd.org

- The County's Project Director shall provide direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements
- The County's Project Director shall ensure that the objectives of this Agreement are met; and
- The County Project Director shall issue Change Notices, pursuant to Section 8.4, Change Notices and Amendments.

6.2 County's Project Manager for this Agreement shall be:

Kevin Hebert
Los Angeles County Sheriff's Department
Personnel Administration
101 Centre Plaza Drive
Monterey Park, CA 91754
Email: KEHebert@lasd.org

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Project Manager is generally the first person for Contractor to contact with any questions.

6.2.1 Responsibilities of the County's Project Manager shall include:

- Issue Work Order. The County's procedures for issuing work orders are set forth in Exhibit A, Statement of Work.
- Verbal notification of a discrepancy and/or written Discrepancy Report, refer to Exhibit G of this Agreement, issued by the County's Project Manager shall be given to the Contractor's Project Manager as soon as possible whenever a Contract Discrepancy is identified. The Contractor's Project Manager shall immediately take corrective action to resolve the problem. If a Contract Discrepancy Report is issued, it will be mailed or hand delivered to the Contractor's Project Manager. Upon receipt of a Contract Discrepancy Report, Contractor is required to respond in writing to the County's Project Manager within three (3) business days, unless otherwise specified in the Contract Discrepancy Report. Contractor must acknowledge the reported discrepancy or present contrary evidence. If the reported discrepancy is acknowledged, contractor shall describe a corrective action plan to address the discrepancy identified in the

Contract Discrepancy Report and shall be completed by the stated deadline in the report.

- Monitor and evaluate Contractor's performance and progress
- Coordinate with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's temporary personnel on each particular project
- Review and approve the resumes of any proposed substitute Project Manager and Assistant Project Manager of the Contractor.
- Approve all request for Temporary Personnel Work Assignments from Sheriff's Department Units; and
- Approve all invoices.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

The Contractor shall notify the County in writing of any changes in the name or address of the Contractor's Project Manager and/or Assistant Project Manager.

7.1 Contractor's Project Manager for this Agreement shall be:

Name
Address
City
Telephone
Email:

7.2 Contractor's Assistant Project Manager for this Agreement shall be:

Name
Address
City
Telephone
Email:

7.2.1 Contractor's Project Manager and/or Assistant Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Project Manager on a regular basis with respect to temporary personnel performance.

7.3 **Approval of Replacement of Contractor's Project Manager and Assistant Project Manager**

County's Project Director has the right to approve or disapprove any proposed replacement for Contractor's Project Manager and Assistant Project Manager listed in Paragraph 7.1 and 7.2. If Contractor desires to replace, or if the County, at its discretion, requires removal of, either Contractor's Project Manager or Assistant Project Manager, Contractor shall provide the County's Project Director with a resume of each such proposed replacement, and an opportunity to interview such proposed replacement prior to the proposed replacement performing any work hereunder. County's Project Director shall not unreasonably delay its approval of a replacement of Contractor's Project Manager or Assistant Project Manager. Replacement personnel shall have the same level and amount of experience as prior placement.

7.4 **Contractor's Temporary Personnel**

7.4.1 All personnel assigned to perform services shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge them. The County's Project Manager may, in his or her sole discretion, direct the Contractor to replace any of the individuals the Contractor has provided to render services under the terms of this Master Agreement.

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

7.5 Certification of Requisite Skills

7.5.1 Contractor represents and warrants to the County, and County relies on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Master Agreement.

7.5.2 The Contractor agrees that the performance of work and services pursuant to the requirements of this agreement shall conform to the highest professional standards.

7.6 Contractor's Temporary Personnel Identification Badge

7.6.1 The Sheriff's Department will provide all temporary personnel providing services under this Master Agreement with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new identification badges as required. Contractor's temporary personnel, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.6.2 Contractor shall notify the County within one (1) business day when temporary personnel are terminated from working under this Master Agreement. Contractor is responsible for retrieving

and returning the photo identification badge immediately, at the time of removal, to the County's Project Manager.

7.6.3 If County requests the removal of Contractor's temporary personnel, Contractor is responsible for retrieving and returning the County's photo identification badge immediately, at the time of removal, to the County's Project Manager.

7.7 Background and Security Investigations

7.7.1 At any time prior to or during the term of this Master Agreement, the County shall require that all Contractor's temporary personnel performing work under this Master Agreement undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the County.

7.7.2 If the Contractor's temporary personnel do not pass the background clearance investigation, the County may request that the Contractor's temporary personnel be immediately removed from working on the County Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's temporary personnel any information obtained through the County's background clearance investigation.

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

7.7.4 Disqualification, if any, of Contractor's temporary personnel, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.8 Confidentiality

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

The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement. The Contractor shall cause each employee performing services covered by this Master Agreement to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit E. The Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit F.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, either in whole or in

part, without the prior written consent of the Sheriff. Any unapproved assignment or delegation shall be null and void. Any payments by the Sheriff's Department to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at the Sheriff's Department's sole discretion, against the claims, which the Contractor may have against the County.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, 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 without the express prior written approval of the Sheriff's Department, the Sheriff may, in his sole discretion, terminate this Agreement.

8.2 AUTHORIZATION WARRANTY

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

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Agreements, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year

services provided by the Contractor under the Master Agreement. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Master Agreement.

8.4 CHANGE NOTICES AND AMENDMENTS

8.4.1 The County reserves the right to initiate Change Notices that do not materially affect the scope, term, contract sum or any term or condition pursuant to this Master Agreement. All such changes shall only be accomplished with a Change Notice approved by County Counsel and signed by the Contractor, and the County's Project Manager.

8.4.2 For any change that materially affects the scope of work, term, contract sum, or any term or condition included under this Master Agreement, an Amendment shall be prepared and executed by the Board of Supervisors.

8.4.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Sheriff.

8.4.4 The Sheriff of the Los Angeles County Sheriff's Department may, at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The

Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, the Sheriff shall provide the Contractor with a notice of extension at least thirty (30) days prior to the expiration of the Master Agreement.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints, including complaints received from the County's Project Manager. Within thirty (30) business days after the contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints. At a minimum, the policy should include:

- Within five (5) business days of receiving the complaint, the Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation;
- 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; and
- Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes. If the County request changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County's Project Manager for approval before implementation.

8.6 COMPLIANCE WITH APPLICABLE LAW

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

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

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.8.2 Written Employee Jury Service Policy

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

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time"

means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service

Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

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

8.9.2 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 Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be

expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph 8.9 shall be a material breach of this Master Agreement.

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 Master Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 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 Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles 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, County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with the County.

8.12.3 The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a Contract, including this Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with

County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.

8.12.4 If there is evidence that the Contractor may be subject to debarment, the Sheriff's Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or 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 Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right

to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

8.12.8 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.

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.

8.12.9 These terms shall also apply to subcontractors of County Contractors.

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

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

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

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through the Master

Agreement 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 Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Master Agreement on an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Master Agreement 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 Master Agreement.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the

Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Master Agreement, 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, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the

State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

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

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

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

8.21.4 As previously instructed in Sub-paragraph 7.8 - Confidentiality, the Contractor shall cause each employee performing services covered by this Master Agreement to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit E. The Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit F.

8.22 INDEMNIFICATION

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

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Master Agreement, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Master Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

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

Betty Jackson, Contracts Analyst
Los Angeles County Sheriff's Department
Contracts Unit – Fiscal Administration
4700 Ramona Boulevard
Monterey Park, CA 91754

prior to commencing services under this Master Agreement. Such certificates or other evidence shall:

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

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

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

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

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

- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Master Agreement.

- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Manager.

- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Master Agreement.

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

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

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

8.24 INSURANCE COVERAGE REQUIREMENTS

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

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

8.24.2 Automobile Liability written on ISO policy form CA 0001 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

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

8.24.4 **Professional Liability** - insurance written on ISO policy from CG 00 01 or its equivalent with limits of not less than $1 million per claim, with a $2 million aggregate.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Sheriff, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Sheriff, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the Sheriff in a written notice describing the reasons for said action.

8.25.2 If, the Sheriff determines that there are deficiencies in the performance of this Contract that the Sheriff deems are correctable by the Contractor over a certain time span, the Sheriff will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Sheriff may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current

circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction. Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as an 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 Agreement.

8.25.4 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 and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices

below those set forth in this Agreement, then such lower prices shall be immediately extended to the County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 in lieu of terminating or suspending this Master Agreement.

8.28 NON EXCLUSIVITY

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

8.29 NOTICE OF DELAYS

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

8.30 NOTICE OF DISPUTES

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

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Section 6.0, Administration of Contract.

Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Sheriff Department's Contracts Unit shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of

one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including

reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

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

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

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

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting

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

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph shall constitute a

material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

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

8.38 RECYCLED BOND PAPER

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

8.39 SUBCONTRACTING

8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor without the advance

approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

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

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

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

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

8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

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

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

Betty Jackson, Contract Analyst
Los Angeles County Sheriff's Department
Contracts Unit – Fiscal Administration
4700 Ramona Boulevard
Monterey Park, CA 91754

before any subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Sub-paragraph 8.42 - Termination for

Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

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

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

- Stop work under this Master Agreement, as identified in such notice
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

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

8.42 TERMINATION FOR DEFAULT

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

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

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

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

the type identified in Sub-paragraph 8.42.2 if its failure to perform this Master Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

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

issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 In the event the County terminates this Master Agreement in its entirety due to the Contractor's default as provided in Sub-paragraph 8.42.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.42.2, be entitled to Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Master Agreement sum, whichever is less, as equitable compensation to the County for such actual damages.

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

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master

Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

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

8.44 TERMINATION FOR INSOLVENCY

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

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

- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year.

In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of

June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

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

8.48 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof.

The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 WARRANTY AGAINST CONTINGENT FEES

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

8.49.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or

consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

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 ("HIPAA"), and regulations promulgated there under, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations 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 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.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Disclose" or "Disclosure" means, 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.

1.2 "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.

1.3 "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.

1.4 "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).

1.5 "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, whether oral or recorded in any form or medium, 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.

1.6 "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.

1.7 "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.

1.8 "Services" has the same meaning as in the body of this Agreement.

1.9 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

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

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 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.

2.2 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 Paragraph. 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.

(b) effective as of April 20, 2005, specifically as to Electronic 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.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which

Business Associate becomes aware. The initial report shall be made by telephone call to the Department of Mental Health's Privacy Officer, telephone number 1(213) 738-4864 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street, Suite 525
Los Angeles, CA 90012

2.4 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 Paragraph.

2.5 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.

2.6 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.

2.7 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.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health

care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 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 2.8, 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 2.8 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.

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.

TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 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 Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or

(c) If neither termination nor cure is feasible, Covered Entity shall 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 it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this 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.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Paragraph 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 Paragraph.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph 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 Paragraph 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 Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations."

AUTHORIZATION OF MASTER AGREEMENT FOR TEMPORARY PERSONNEL SERVICES

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Sheriff of the Los Angeles County Sheriff's Department, and approved by County Counsel and Contractor, to be executed on its behalf by its duly authorized officer, effective as of the date approved by such Board.

COUNTY OF LOS ANGELES

By_____
LEROY D. BACA
SHERIFF

By_____
Contractor

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER
COUNTY COUNSEL

By_____
Gary Gross
Principal Deputy County Counsel

Date_____

EXHIBIT A

EXHIBIT A

STATEMENT OF WORK

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EXHIBIT A
STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Los Angeles County Sheriff's Department requires the services of six (6) independent Contractors to provide an array of specialized temporary personnel services that include, but are not limited to the following: Intermediate Clerk, Intermediate Typist Clerk, Secretary, Executive Secretary, Data Entry Clerk, Warehouse Worker, Medical Records Technician, Dietitian and Pharmacist. The Contractors shall provide experienced, specialized and certified/licensed (if applicable) professionals to provide temporary personnel services. Temporary Personnel shall not exceed 90 days or 720 hours of services.

2.0 PRE-SCREENED TEMPORARY PERSONNEL

The Contractor shall pre-screen and qualify all temporary personnel prior to submitting any referrals to the County. Documentation of the pre-screened temporary personnel must be on Contractor's letterhead/stationery. The Contractor shall attach pre-screened documentation of the temporary personnel to the work order.

Any expense associated with performing the pre-screening of temporary personnel shall be at the expense of the Contractor, regardless if the Contractor's temporary personnel are accepted or not by the Sheriff's Department.

Documentation of the pre-screened temporary personnel shall include, but not limited to the following:

- Evidence of age eighteen (18) years or older
- History of excessive alcohol consumption or abuse
- History of controlled substance use, abuse, possession, and/or sales

- Evidence of past or present criminal activity
- Conviction on felony or serious misdemeanor charges
- History or pattern of lying, deceit or deception
- Applicant's work habits and ability to perform duties

3.0 WORK ORDERS

3.1 Upon determination by the County to issue work, it is the County's intent to issue work orders to all Qualified Contractors on a rotational basis, however the County's Project Manager has the sole discretion to issue Work Orders to any of the Qualified Contractors.

Work orders generally will be issued to vendors in the following manner:

- The vendors will be selected on a rotational basis.
- A vendor who received and completed a work order will not be eligible to receive another work order until all vendors have had an opportunity to complete a work order.
- Should a vendor not be able to fulfill a work order, the County's Project Manager will proceed to the next vendor on rotation.

Exceptions

- In the event that a work order that has not been fulfilled for a particular job due to dismissal of the temporary worker by the Sheriff, temporary personnel refusal, work classification/qualification, etc., the vendor will be requested to provide another candidate to fulfill the work order.
- County's Project Manager may select a vendor out of rotation due to job classification(s) that only certain vendor(s) may have.

- County Project Manager may request all vendors to provide a candidate to fulfill a particular work order. Selection may be based on lowest cost, experience, qualifications, etc.

3.2 The Contractor shall pre-screen the temporary personnel, complete Section I of the work order and return the work order with documentation of the pre-screened temporary personnel and the signed Contractor's Employee Acknowledgement and Confidentiality Agreement, Exhibit E and/or Contractor's Non-Employee Acknowledgement and Confidentiality Agreement, Exhibit F, for each temporary personnel assigned to the work order to the County's Project Manager. The Contractor shall complete and return the work order no later than the date indicated on the work order or the date agreed upon by the County's Project Manager and the Contractor.

3.3 The County's Project Manager shall conduct a security clearance and interview the temporary personnel prior to placement and complete Section II of the work order. The County's Project Manager, upon completion of Section II of the work order, shall return a copy of the work order to the Contractor indicating the start date, time and assigned work location for the Temporary Personnel.

3.4 Work orders are issued for periods not exceeding 90 days or 720 hours.

3.5 All work schedules will be listed on the work orders. The County's Project Manager shall submit revised work schedules/work orders as needed.

4.0 CONTRACTOR'S TEMPORARY PERSONNEL

4.1 Temporary personnel provided by the Contractor shall be able and willing to work in a complex, fast paced, confidential and high-pressured work environment, including working around inmates.

4.2 Temporary personnel provided by the Contractor shall be able to read, write, speak and understand English. Temporary personnel must be able to communicate effectively using good judgment and discretion.

4.3 Temporary personnel shall present a neat, businesslike appearance and behave in a professional manner.

4.4 Temporary personnel must be able to handle sensitive material and perform confidential duties as stated in Exhibit B, Temporary Personnel Job Classifications/Minimum Qualifications and Billable Hourly Rates.

4.5 **Training**

The Contractor shall be responsible for providing training to temporary personnel assigned to perform services under this Agreement.

4.6 **Contractor's Office**

Contractor shall, at its sole cost and expense, maintain an office with a telephone in the company's name where Contractor conducts business within the County or a County contiguous to Los Angeles County. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except County recognized holidays, by the Contractor's Project Manager and/or Assistant Project Manager. When the office is closed, an answering service shall be provided to receive calls. Vendor must provide the County's Project Manager with an email address, fax and telephone number that is accessible 24-hours.

5.0 HOURS/DAYS OF WORK

Accepted temporary personnel shall be assigned to work at various facilities throughout Los Angeles County and may be required to work alternative working hours. Working days/hours are generally Monday through Friday, 8:30 a.m. until 5:00 p.m., excluding County recognized holidays. Working hours may vary, depending on the assigned work and work location. Contractor may be required to provide temporary personnel for 2nd Shift (Night Shift) working hours are generally from 3:00 p.m. until 11:30 p.m. and/or 3rd Shift (Early Morning Shift), working hours are generally from 11:00 p.m. until 6:30 a.m. and under certain circumstances temporary personnel may be required to work holidays and weekends.

6.0 SPECIFIC WORK REQUIREMENTS

6.1 Contractor's Project Manager or Assistant Project Manager shall provide the most qualified temporary personnel based on education, work experience, certification/license, background, potential abilities, interpersonal skills and aptitude.

6.2 Referred temporary personnel must be able to perform the duties of the job classification requested and must meet the minimum requirements.

6.3 Contractor's Project Manager or Assistant Project Manager shall appoint and place the qualified pre-screened temporary personnel to temporary work assignments.

6.4 Contractor's Project Manager or Assistant Project Manager shall monitor and supervise assigned personnel's performance and delivery of the required services.

6.5 Contractor's Project Manager or Assistant Project Manager shall follow-up with the County's Project Manager to ensure the services rendered met the work requirements.

6.6 Contractor shall provide written notification to the County's Project Manager in advance before personnel changes occur for the Project Manager or Assistant Project Manager, and shall comply with the requirements of Master Agreement Section 7.3.

6.7 The Contractor shall modify its invoice process, if necessary, to make it compatible to the Sheriff's Department's invoicing system as specified in the Contract, Section 5.4, Invoices and Payments.

7.0 REQUIRED REPORTS

7.1 A Temporary Services Recap Report shall be provided by the Contractor to the County's Project Manager no later than 10 days after the end of each calendar month. The Temporary Services Recap Report shall be sorted in alphabetical order by Sheriff's Department Unit name and list the following information:

- Type of services rendered
- Name(s) of employee(s) providing service
- Total hours worked for the month
- An up-to-date total number of hours temporary personnel under this Contract has worked

7.2 Contractor shall provide the following quarterly and annual reports to the County's Project Manager:

7.2.1 Number of billable hours serviced, including the following:
- Names of temporary personnel assigned
- Location of work assignment
- Type of service rendered

7.2.2 Number of complaints received from the County's Project Manager, including the following:
- Reason for complaint
- Resolution of complaint

- Date of complaint
- Date complaint was rectified

7.2.3 Number of personnel replaced by Contractor at request of County's Project Manager, including the following:
- Type of services being rendered
- Name of Sheriff's Department Unit that services were requested

8.0 TIME SLIPS

8.1 The Contractor shall provide individual weekly time slips for all assigned temporary personnel to the County. The weekly time slip period shall commence Sunday through Saturday and shall be submitted to the County's Project Manager. All time slips must list the following information:

- Sheriff's Unit of work assignment and location
- Dates of requested services
- Temporary Personnel's last and first name
- Date of each work day within the week
- Start and end time of hours worked
- Total number of hours worked for each day
- Description of services performed
- Name of Sheriff's Department's Temporary Personnel Supervisor
- Sheriff's Department's Temporary Personnel Supervisor's signature, validating accuracy of hours worked

8.2 The weekly time slips shall be signed by the Sheriff's Department Unit's Temporary Personnel Supervisor. The Contractor will not be paid for any work where the time slip is not signed by the Sheriff's Department Unit's Temporary Personnel Supervisor.

8.3 The Contractor shall maintain an individual weekly time log for temporary personnel assigned to the County until the end of the service date or termination of the employee.

8.4 Contractor shall attach a copy of the time slips for the month to the monthly invoice when submitting the invoice.

EXHIBIT B

EXHIBIT B

TEMPORARY PERSONNEL SERVICES

TEMPORARY PERSONNEL JOB CLASSIFICATIONS/MINIMUM QUALIFICATIONS AND BILLABLE HOURLY RATES

SAMPLE FORMAT

JOB CLASSIFICATIONS	DUTIES AND MINIMUM QUALIFICATIONS	DAY SHIFT BILLABLE HOURLY RATE 8:30am - 5:00pm	2nd SHIFT BILLABLE HOURLY RATE 3:00pm -11:30pm	3rd SHIFT BILLABLE HOURLY RATE 11:00pm - 6:30am
Intermediate Clerk	Duties - Performs specialized clerical work. Checks documents for completeness, accuracy, and compliance with legal and other requirements. Acts as special receptionist or counter clerk. Minimum Qualifications - Six months office clerical experience			

JOB CLASSIFICATIONS	DUTIES AND MINIMUM QUALIFICATIONS	DAY SHIFT BILLABLE HOURLY RATE 8:30am - 5:00pm	2nd SHIFT BILLABLE HOURLY RATE 3:00pm -11:30pm	3rd SHIFT BILLABLE HOURLY RATE 11:00pm - 6:30am
Intermediate Typist Clerk Secretary	Duties - Performs skilled typing and specialized clerical work. Typewrites complex charts, forms, statistical and similar documents from rough draft requiring skill in arranging tabular material, setting up forms and extreme accuracy in typing. Acts as special receptionist or counter clerk. Minimum Qualifications - Six months clerical experience and ability to type at the rate of 40 net words per minute. Duties - Replies to correspondence with or without dictation. Screens office telephone calls, and personally takes care of calls which do not require the attention of the supervisor. Makes appointments and arranges conferences and meetings for supervisor. Prepares inter-office notices, bulletins and memoranda, with or without dictation. Minimum Qualifications - One year of highly specialized office clerical experience keyboarding using a computer or typewriter. Ability to type 40 net word per minute and dictation rate of 80 words per minute.			

JOB CLASSIFICATIONS	DUTIES AND MINIMUM QUALIFICATIONS	DAY SHIFT BILLABLE HOURLY RATE 8:30am - 5:00pm	2nd SHIFT BILLABLE HOURLY RATE 3:00pm -11:30pm	3rd SHIFT BILLABLE HOURLY RATE 11:00pm - 6:30am
Executive Secretary	Duties - Replies to personal and other correspondence, composing letters with or without dictation. Screen office and telephone callers, meets the public, makes appointments and arranges conferences and speaking engagements. Takes care of day-to-day inquires or problems wherever possible. Maintain office files and records, including those of a confidential nature. Minimum Qualifications - Ability to type 40 net words per minute and dictation rate of 80 words per minute.			

JOB CLASSIFICATIONS	DUTIES AND MINIMUM QUALIFICATIONS	DAY SHIFT BILLABLE HOURLY RATE 8:30am - 5:00pm	2nd SHIFT BILLABLE HOURLY RATE 3:00pm -11:30pm	3rd SHIFT BILLABLE HOURLY RATE 11:00pm - 6:30am
Medical Record Technician	Duties - Code and audit patients medical records in accordance with established numerical coding systems and special hospital codes. Checks patients medical files for completeness, consistency, and compliance with hospital regulations, assuring that all relevant medical records are included in each patient's file. Contracts doctors, nurses, laboratory, and other auxiliary personnel for information needed to complete, correct or clarify medical records. Reviews narrative records of patient treatments and surgical procedures to determine what information is appropriate for coding purposes and prepares case-abstracts. Minimum Requirements - Certification as an Accredited Records Technician by the American Medical Record Association.			

JOB CLASSIFICATIONS	DUTIES AND MINIMUM QUALIFICATIONS	DAY SHIFT BILLABLE HOURLY RATE 8:30am - 5:00pm	2ND SHIFT BILLABLE HOURLY RATE 3:00pm- 11:30pm	3rd SHIFT BILLABLE HOURLY RATE 11:00pm - 6:30am
Dietitian	Duties - Plans and provides nutritional care to patients by interpreting and adapting physician prescribed diets to individual needs and preferences and counsels patients about their food requirements, eating habits and the essentials of nutrition and motivates patients to maintain their diets. Calculates quantity of each food serving necessary to provide a nutritionally balanced diet compatible with physician's diagnosis. Minimum Qualifications - Certified as a Registered Dietitian by the American Dietetic Association			

JOB CLASSIFICATIONS	DUTIES AND MINIMUM QUALIFICATIONS	DAY SHIFT BILLABLE HOURLY RATE 8:30am - 5:00pm	2ND SHIFT BILLABLE HOURLY RATE 3:00pm- 11:30pm	3rd SHIFT BILLABLE HOURLY RATE 11:00pm - 6:30am
Pharmacist	Duties - Provides expert information to physicians, patients, and others about drugs and other pharmaceuticals with respect wi such factors as the appropriateness of drugs in relations to the patient's condition and drug history; the choice of drugs including dosage form, quantity, methods of administration, and alternative therapy for drugs having undesirable side effects. Provides replenishment of drugs along with support and maintenance of pharmacy automation to ensure proper functioning and operation. Screens prescriptions and medication orders for completeness, proper authorization, dosage and quantity, therapeutic compatibility, drug interactions, and allergies and clarifies possible problems with appropriate medical staff. Develops, maintains and supervises the operation of drug distribution systems including the maintenance of appropriate controls;			

JOB CLASSIFICATIONS	DUTIES AND MINIMUM QUALIFICATIONS	DAY SHIFT BILLABLE HOURLY RATE 8:30am - 5:00pm	2ND SHIFT BILLABLE HOURLY RATE 3:00pm- 11:30pm	3rd SHIFT BILLABLE HOURLY RATE 11:00pm - 6:30am
Pharmacist (Cont.)	Notes and reports quality deficiencies of drug products; ensures that pharmaceuticals are properly ordered, stored, kept up-to-date, and protected from deterioration. Provides technical supervision to nonprofessional and support personnel in the performance of a variety of pharmacy duties. Minimum Qualifications - A license to practice as a Registered Pharmacist issued by the California State Board of Pharmacy.			
Data Control Clerk (Formerly Data Entry Clerk)	Duties - Performs a full range of specialized clerical control duties in totaling and submitting input source documents to a computer and receiving and balancing computer output reports in accordance with control procedures. May operate a computer terminal to input source document information and batch totals, and to receive and verify computer-developed batch totals. Minimum Qualifications - One year office clerical experience involving data control, bookkeeping, financial or statistical work.			

JOB CLASSIFICATIONS	DUTIES AND MINIMUM QUALIFICATIONS	DAY SHIFT BILLABLE HOURLY RATE 8:30am - 5:00pm	2ND SHIFT BILLABLE HOURLY RATE 3:00pm- 11:30pm	3rd SHIFT BILLABLE HOURLY RATE 11:00pm - 6:30am
Warehouse Worker	Duties - Responsible for operating a warehouse, maintaining property records, receiving and packing a variety of items and arranging the details of shipments via common carrier or the postal service. Performs a range of physical tasks involving the movement of loaded pallets using pallet jacks. May use forklifts and other warehouse and loading dock equipment. May also load and unload material to and from large industrial carts, push loaded carts to required locations and store materials as required, Minimum Qualifications - A valid California Class C Driver's License. Six months experience in receiving, storing, issuing, shipping or inventorying supplies, equipment or property.			

EXHIBIT C

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
TEMPORARY PERSONNEL SERVICES
WORK ORDER

_____
(CONTRACTOR NAME)

Work Order No. _____ County Master Agreement No. _____

Date Work Order Due from Contractor _____

Tentative Start Date _____

Unit Requesting Service _____

Unit's Address _____

_____

Job Classification/Position Title _____

Duties **Billable Hourly Rate** $ _____

_____

_____

_____

I. TO BE COMPLETED BY THE CONTRACTOR

Name of Temporary Personnel _____

Contractor's Employee or Non Employee Acknowledgement and Confidentiality Agreement

Yes ____ No ____

Documentation of Pre-screened Applicant

Yes ____ No ____

II. TO BE COMPLETED BY COUNTY'S PROJECT MANAGER

Date Work Order Filled by Contractor _____

Actual Start Date _____

Work Schedule Days _____ Start/End Time _____

Total Hours Worked _____ **Maximum Hours Not to Exceed 720 Hours**

Work Order No. _____ County Master Agreement No. _____

Contractor's signature on this Work Order confirms Contractor's awareness of and agreement with the provisions of Subparagraph 5.2 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work to County that goes beyond the scope of the work identified in the Statement of Work.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR	COUNTY'S PROJECT MANAGER
By: _____	BY: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

To Be Completed By County's Project Manager

Temp Personnel Hire Date _____ Date Work Order Suspended _____

Total Hours Worked _____ Out of Service Date_____

CONTRACT FOR
TEMPORARY PERSONNEL SERVICES

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY

AGREEMENT

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

CONTRACTOR NAME _____

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name _____

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACT FOR
TEMPORARY PERSONNEL SERVICES

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME _____

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

Contractor Name _____ Contract No._____

Non-Employee Name _____

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT E

CONTRACT FOR
TEMPORARY PERSONNEL SERVICES

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME _____

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name _____

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT F

CONTRACT FOR
TEMPORARY PERSONNEL SERVICES

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME _____

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

Contractor Name _____ Contract No._____

Non-Employee Name _____

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT G

EXHIBIT G

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT H

LISTING OF SHERIFF'S DEPARTMENT LOCATIONS

EXHIBIT H

STATION ADDRESSES

Captain Joe L. Gutierrez
Altadena Station (ALD)
780 E. Altadena Dr.
Altadena, CA 91001
(626) 798-1131
(626) 798-5244 Fax

Lieutenant Patrick B. Hunter
Avalon Station (AVA)
215 Sumner Ave.
P.O. Box 1551
Avalon, CA 90704
(310) 510-1962
(310) 510-2994 Fax

Captain Todd S. Rogers
Carson Station (CAS)
21356 S. Avalon Blvd
Carson, CA 90745
(310) 830-1123
(310) 522-0118 Fax

Captain Steven M. Roller
Century Station (CEN)
11703 S. Alameda St.
Lynwood, CA 90262
(323) 567-8121
(323) 357-5083 Fax

Captain Daryl Evans
Cerritos Station ( )
18135 Bloomfield Ave.
Cerritos, CA 90703
(562) 860-0044
(562) 916-1379 Fax

Captain Eric K. Hamilton
Compton Station (CPT)
301 S. Willowbrook Ave.
Compton, CA 90220
(310) 605-6550
(310) Fax

Captain Timothy W. Peters
Crescenta Valley Station (CVS)
4554 N. Briggs Ave.
La Crescenta, CA 91214
(818) 248-3464
(818) 249-2791fax

Captain Marilyn E. Baker
East Los Angeles Station (ELA)
5019 E. 3rd St.
Los Angeles, CA 90022
(323) 264-4151
(323) 267-6379 fax

Captain Michael W. Smith
Industry Station (IDT)
150 N. Hudson Ave.
City of Industry, CA 91744
(626) 330-3322 or
(909) 595-3649
(626) 333-9154 Fax

Captain David L. Fender
Lakewood Station (LKD)
5130 N. Clark Ave.
Lakewood, CA 90712
(562) 866-9061
(562) 925-3865 Fax

Captain Carl H. Deeley
Lancaster Station (LCS)
501 W. Lancaster Blvd
Lancaster, CA 93534
(661) 948-8466
(661) 723-2438 Fax

Captain Richard A. Adams
Lennox Station (LNX)
4331 Lennox Blvd
Inglewood, CA 90304
(310) 671-7531
(310) 671-4197 Fax

Captain Jay E. Zuanich
Lomita Station (LMT)
26123 S. Narbonne Ave.
Lomita, CA 90717
(310) 539-1661
(310) 534-0318 Fax

Captain Thomas G. Martin
Malibu-Lost Hills Station (LHS)
27050 Agoura Rd
Calabasas, CA 91301
(818) 878-1808
(818) 880-5209 Fax

Captain Mary D. Campbell
Marina del Rey Station (MDR)
13851 Fiji Way
Marina del Rey, CA 90292
(310) 823-7762
(310) 574-3296 Fax

Captain Ralph J. Webb
Norwalk Station (NWK)
12335 Civic Center Dr.
Norwalk, CA 90650
(562) 863-8711
(562) 864-1817 Fax

Captain John M. Witt
Palmdale Station (PLM)
1020 E. Palmdale Blvd
Palmdale, CA 93550
(661) 267-4300
(661) 272-0919 Fax

Captain Irma Becerra
Pico Rivera Station (PRV)
6631 S. Passons Blvd
Pico Rivera, CA 90660
(562) 949-2421
(562) 949-5957 Fax

Captain James B. Curtis
San Dimas Station (SDM)
122 N. San Dimas Ave.
San Dimas, CA 91773
(626) 332-1184
or (909) 599-1261
(909) 599-7312 Fax

Captain Patti A. Minutello
Santa Clarita Valley Station (SCT)
23740 W. Magic Mountain Parkway
Valencia, CA 91355
(661) 255-1121
(661) 287-3641 Fax

Captain Richard W. Shaw
Temple Station (TEM)
8838 E. Las Tunas Dr.
Temple City, CA 91780
(626) 285-7171
(626) 286-4342 Fax

Captain Michael K. Kwan
Walnut/Diamond Bar Station (WAL)
21695 E. Valley Blvd
Walnut, CA 91789
(626) 913-1715 or
(909) 595-2264
(909) 594-3169 Fax

Captain David J. Long
West Hollywood Station (WHD)
720 N. San Vicente Blvd
West Hollywood, CA 90069
(310) 855-8850
(310) 659-4589 Fax

CORRECTIONAL / CUSTODY

Chief Marc L. Klugman
Correctional Services Division
Twin Towers Correctional Facility
450 Bauchet St
Los Angeles, CA 90012
(213) 893-5017

Lt. Randall Olson
Food Services
450 Bauchet St.
Los Angeles, CA 90012
(213) 893-5109

Director Karen Dalton
Inmate Programs
450 Bauchet St.
Los Angeles, CA 90012
9213) 893-5882

Captain Rodney I. Penner
Medical Services Bureau
450 Bauchet St.
Los Angeles, CA 90012
(213) 893-5460

Captain Anthony Argott
Inmate Reception Center
450 Bauchet St.
Los Angeles, CA 90012
(213) 893-5165

Lieutenant Terry McCarty
Programs Coordinator (CRDF)
11705 S. Alameda Street
Lynwood, CA 90262
(323) 357-5123

Captain Trudy E. Wilson
Transportation Bureau
441 Bauchet St.
Los Angeles, CA 90012
(213) 974-4561

Captain Alice E. Scott
Twin Towers Correctional Facility
450 Bauchet St.
Los Angeles, CA 90012
(213) 893-5030

Chief Sammy L. Jones
Custody Operations Division
Twin Towers Correctional Facility
450 Bauchet St.
Los Angeles, CA 90012
(213) 893-5001

Captain John J. Clark
Men's Central Jail
441 Bauchet St.
Los Angeles, CA 90012
(213) 974-4911

Captain Joaquin J. Herran
Pitchess Detention Center,
East Facility
29310 The Old Road
Castaic, CA 91384-2905
(661) 257-8812

Captain Ray Leyva
Pitchess Detention Center,
North Facility
29320 The Old Road
Castaic, CA 91384-2905
(661) 295-8092

Captain David Waters
Mira Loma Detention Center
45100 60th St. W.
Lancaster, CA 93536
(661) 949-3801

Captain Gregory H. Johnson
North County Correctional Facility
29340 The Old Road
Castaic, CA 91384-2905
(661) 295-7969

CLOSED
Century Regional Detention Facility
11705 S. Alameda Street
Lynwood, CA 90262
(323) 357-5131

CLOSED
Pitchess Detention Center,
South Facility
29330 The Old Road
Castaic, CA 91384-2905
(661) 257-8822

Chief Richard J. Martinez
Court Services Division
Headquarters
Building A9 East - 5th Floor South
1000 S. Fremont Avenue, Box 9
Alhambra, CA 91803
(626) 300-3100

Judicial Services
Court Services Division
Building A9East - 5th Floor South
1000 S. Fremont Avenue, Box 9
Alhambra, CA 91803
(626) 300-3106

Captain Samuel M. Dacus
Court Services Central Bureau
Stanley Mosk Courthouse
111 N. Hill St., Room 525
Los Angeles, CA 90012
(213) 974-6371

Central Process
110 N. Grand Ave, Room 525
Los Angeles, CA 90012
(213) 974-6613

Civil Court West
600 S. Commonwealth Ave
Los Angeles, CA 90005
(213) 351-8540

Stanley Mosk County Courthouse
111 N. Hill St., Room 628B
Los Angeles, CA 90012
(213) 974-4809

Hollywood Court
5925 Hollywood Blvd
Los Angeles, CA 90028
(323) 856-5731

Metropolitan Court
1945 S. Hill St.
Los Angeles, CA 90007
(213) 744-4101

Central Arraignment Court
429 Bauchet St.
Los Angeles, CA 90012
(213) 974-6281

Clara Shortridge Foltz Criminal Court
210 W. Temple St.
Los Angeles, CA 90012
(213) 974-4851

COURTS

Captain Warren R. Asmus
Court Services East Bureau
Downey Municipal Court
7500 E. Imperial Hwy
Downey, CA 90242
(562) 803-7158

Compton Court
200 W. Compton Blvd
Compton, CA 90220
(310) 603-7422

Kenyon Juvenile Justice Center
7625 S. Central
Los Angeles, CA 90001
(323) 586-6056

Bellflower Court
10025 E. Flower St.
Bellflower, CA 90706
(562) 804-8055

Downey Court
7500 E. Imperial Hwy
Downey, CA 90241
(562) 803-7149

East Los Angeles Court
214 S. Fetterly Ave.
East Los Angeles, CA 90022
(323) 780-2026

Huntington Park Court
6548 Miles Ave.
Huntington Park, CA 90255
(323) 586-6344

Los Padrinos Juvenile Court
7281 E. Quill Dr.
Downey, CA 90242
(562) 940-8861

Norwalk Court
12720 Norwalk Blvd
Norwalk, CA 90650
(562) 807-7283

Whittier Court
7339 S. Painter Ave.
Whittier, CA 90602
(562) 907-3171

Burbank Court
300 E. Olive St.
Burbank, CA 91502
(818) 557-3490

Eastlake Juvenile Court
1601 Eastlake Ave.
Los Angeles, CA 90031
(323) 226-8590

Edelman Children's Court
201 Centre Plaza Dr.
Monterey Park, CA 91754
(323) 526-6030

Glendale Court
600 E. Broadway
Glendale, CA 91205
(818) 500-3570

Mental Health Dept. 95
1150 N. San Fernando Rd
Los Angeles, CA 90065
(323) 226-2926

Pasadena Court
300 E. Walnut St.
Pasadena, CA 91101
(626) 356-5555

Alhambra Court
150 W. Commonwealth Ave.
Alhambra, CA 91801
(626) 308-5222

El Monte Court
11234 E. Valley Blvd
El Monte, CA 91731
(626) 575-4180

Pomona North Court
350 W. Mission Blvd
Pomona, CA 91766
(909) 620-3230

Pomona South Court
400 Civic Center Plaza
Pomona, CA 91766
(909) 620-3266

West Covina Court
1427 W. Covina Parkway
West Covina, CA 91790
(626) 813-3255

Captain Ricardo Cotwright
Court Services West Bureau
Chatsworth Court
9425 Penfield Avenue, Room 1112
Chatsworth, CA 91311
(818) 576-8857

Culver City Court
4130 Overland Ave.
Culver City, CA 90230
(310) 202-3120

Inglewood Court
1 Regent St.
Inglewood, CA 90301
(310) 419-5625

Inglewood Juvenile Court
110 Regent St.
Inglewood, CA 90301
(310) 419-5277

Los Angeles Airport Court
11701 S. La Cienega Blvd, Room 218
Los Angeles, CA 90045
(310) 727-6181

Redondo Beach Court
117 W. Torrance Blvd
Redondo Beach, CA 90277
(310) 798-6896

Torrance Court
825 Maple Ave.
Torrance, CA 90503
(310) 222-3345

West Los Angeles Court
1633 Purdue Ave.
Los Angeles, CA 90025
(310) 312-6509

Beverly Hills Court
9355 Burton Way
Beverly Hills, CA 90210
(310) 288-1282

Malibu Court
23525 Civic Center Way
Malibu, CA 90265
(310) 317-1322

Santa Monica Court
1725 Main St.
Santa Monica, CA 90401
(310) 260-3816

Van Nuys - West Wing
14400 Erwin St. Mall
Van Nuys, CA 91401
(818) 374-2511

COURTS (CONT.)

Van Nuys - East Wing
6230 Sylmar Ave.
Van Nuys, CA 91401
(818) 374-2121

Avalon (Catalina) Court
215 Sumner Ave.
Avalon, CA 90704
(310) 510-0026

Long Beach Court
415 W. Ocean Blvd #407
Long Beach, CA 90802
(562) 590-3622

San Pedro Court
505 S. Centre St.
San Pedro, CA 90731
(310) 519-6026

Michael D. Antonovich
Antelope Valley Court
42011 4th St. West
Lancaster, CA 93534
(661) 974-7800

Chatsworth Court
9425 Penfield Ave.
Chatsworth, CA 91311
(818) 576-8777

Lancaster Juvenile Court
1040 West Avenue J
Lancaster, CA 93534
(661) 945-6304

Santa Clarita Court
23747 W. Valencia Blvd
Valencia, CA 91355
(661) 253-7334

North Valley /San Fernando Court
900 Third St. #15
San Fernando, CA 91340
(818) 898-2436

Sylmar Juvenile Court
16350 Filbert St.
Sylmar, CA 91342
(818) 364-2101

MISCELLANEOUS

Division Director Victor Rampulla
Administrative Services Division
Sheriff's Dept. Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(323) 526-5488

Captain James A. DiGiovanna
Aero Bureau
3235 Lakewood Blvd
Long Beach, CA 90808
(562) 421-2701

Captain Robert C. Lindsey
Bureau of Compliance
Sheriff's Dept. Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(323) 526-5131

Director Natalie D. Salazar
CLEPP
Sheriff's Dept. Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(323) 526-5015

Captain Robert J. Olmsted
Commercial Crimes Bureau
STARS Center
11515 S. Colima Rd
Whittier, CA 90604
(562) 946-7201

Captain Susan M. Kopperud
Communications & Fleet Management Bureau
1277 N. Eastern Ave.
Los Angeles, CA 90063
(323) 267-2501

Captain Roosevelt Blow
Community College Bureau
Los Angeles City College
855 N. Vermont Ave, Room AD-115
Los Angeles, CA 90029
(323) 669-7555

East Los Angeles College
1301 Avenida Cesar Chavez, Room B5-104
Monterey Park, CA 91754
(323) 265-8800

Harbor College
1111 Figueroa Pl
Wilmington, CA 90744
(310) 830-4030

Los Angeles City College
855 N. Vermont Ave, Room AD-115
Los Angeles, CA 90029
(323) 662-5276

Mission College
13356 Eldridge Ave,
Facilities Service Bldg
Sylmar, CA 91342
(818) 364-7843

Pierce College
6201 Winnetka Ave, Bldg 53
Woodland Hills, CA 91371
(818) 710-4311

Southwest College
1600 Imperial Hwy
(Cox Library Bldg)
Los Angeles, CA 90047
(323) 241-5311

Trade-Tech College
400 W. Washington Blvd, Room D-150
Los Angeles, CA 90015
(213)744-9415

Valley College
5800 Fulton Ave, Bungalow 59
Valley Glen, CA 91401
(818) 947-2911

West Los Angeles College
4800 Freshman Dr, Room A-9
Culver City, CA 90230
(310) 287-4314

Captain Edward F. Rogner
Contract Law Enforcement Bureau
Sheriff's Dept. Headquarters
4700 Ramona Blvd
Monterey Park, CA 91754-2169
(323) 526-5737

Chief Marc L. Klugman
Correctional Services Division
Twin Towers Correctional Facility
450 Bauchet St
Los Angeles, CA 90012
(213) 893-5017

Chief Richard J. Martinez
Court Services Division
Building A9East - 5th Floor South
1000 S. Fremont Avenue, Box 9
Alhambra, CA 91803
(626) 300-3100

Chief Sammy L. Jones
Custody Operations Division
Twin Towers Correctional Facility
450 Bauchet St.
Los Angeles, CA 90012
(213) 893-5001

Captain William C. Bengtson
Data Systems Bureau
Sheriff's Dept. Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(562) 465-7901

Chief Richard L. Castro
Detective Division
Sheriff's Dept. Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(323) 526-5165

Captain Eric G. Parra
Emergency Operations Bureau
1275 N. Eastern Avenue
Los Angeles, CA 90063
(323) 980-2201

Staff
Employee Relations
Sheriff's Dept. Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(323) 526-5085

Director Audrey L. Honig
Employee Support Services Bureau
Sheriff's Dept. Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(213) 738-4500

Director Gary Tse
Facilities Planning Bureau
Building A9East - 5th Floor South
1000 S. Fremont Avenue, Box 36
Alhambra, CA 91803
(626) 300-3040

Director Dean Stroud
Facilities Services Bureau
1000 S. Fremont Avenue
Alhambra, CA 91803
(626) 300-3040

Captain Margaret A. Wagner
Family Crimes Bureau
STARS Center
11515 S. Colima Rd
Whittier, CA 90604
(562) 946-7901

Chief Neal B. Tyler
Field Operations Region I
Sheriff's Dept. Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(323) 526-5126

Chief Ronnie M. Williams
Field Operations Region II
Sheriff's Dept. Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(323) 526-5100

Chief Marvin O. Cavanaugh
Field Operations Region III
Sheriff's Dept. Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(323) 526-5712

Director Teri L. Wilhelm
Fiscal Administration
Sheriff's Dept. Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(323) 526-5205

Captain Raymond H. Peavy Jr.
Homicide Bureau
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(323) 890-5512

Captain Karyn Mannis
Internal Affairs Bureau
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(323) 890-5300

Captain Michael R. McDermott
Internal Criminal Investigations Bur.
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(323) 890-5451

Chief William J. McSweeney
Leadership and Training Division
Sheriff's Dept. Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(323) 526-5365

Captain Stephen B. Johnson
Major Crimes Bureau
STARS Center
11515 S. Colima Rd
Whittier, CA 90604
(562) 946-7010

Central Property & Evidence
14205 Telegraph Rd.
Whittier, CA 90604
(562) 946-7218

Captain Daniel Finkelstein
Metrolink Bureau
(see Transit Services Bureau)

Captain William M. Ryan III
Narcotics Bureau
STARS Center
11515 S. Colima Road
Whittier, CA 90604
(562) 946-7101

Chief Sandra S. Hutchens
Office of Homeland Security
Sheriff's Dept. Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(323) 526-5755

Captain Kevin A. Goran
Operations Bureau
MCJ Trailer
441 Bauchet Street
Los Angeles, CA
(213) 974-4251

Captain Bruce J. Pollack
Personnel Administration
Sheriff's Dept. Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(323) 981-5843

Director Richard M. Weintraub
Professional Development Bureau
STARS Center
11515 S. Colima Road
Whittier, CA 90604
(562) 946-7899

Director Henry Arevalo
Records & Identification Bureau
Sheriff's Dept. Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(562) 465-7800

Captain Joe L. Garza
Reserve Forces Bureau
STARS Center
11515 S. Colima Road
Whittier, CA 90604
(562) 946-7843

Capt Dennis W. Warner
Risk Management Bureau
Sheriff's Dept. Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(323) 890-5381

Central Supply & Logistics Unit
14201 Telegraph Rd.
Whittier, CA 90604
(562) 946-7092

Captain Michael A. Ford
Operation Safe Streets Bureau
3010 E. Victoria St.
Rancho Dominguez, CA 90221
(310) 603-3100

Captain Chris C. Beattie
Scientific Services Bureau
2020 W. Beverly Blvd
Los Angeles, CA 90057
(213) 989-5000

Captain John A. Franklin
Sheriff's Headquarters Bureau
4700 Ramona Blvd
Monterey Park, CA 91754-2169
(323) 526-5550

Captain Thomas E. Spencer
Special Enforcement Bureau
130 S. Fetterly Ave.
Los Angeles, CA 90022
(323) 264-7084

Lieutenant Roy Levario
STAR Unit
STARS Center
11515 S. Colima Road
Whittier, CA 90604
(562) 946-7263

Captain Terence P. Judge
Taskforce for Regional Autotheft Prevention
Sheriff's Dept. Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(626) 572-5612

Chief Michael Aranda
Technical Services Division
Sheriff's Dept. Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(562) 466-5268

Captain Ted S. Siara
Training Bureau
STARS Center
11515 S. Colima Rd
Whittier, CA 90604
(562) 946-7801

Captain Daniel Finkelstein
Transit Services Bureau
Sheriff's Dept. Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(213) 922-3560

04-20-05