



Los Angeles County Board of Supervisors

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To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.



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March 5, 2019

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

Dear Supervisors:

APPROVAL OF TWO UNARMED SECURITY GUARD SERVICES AGREEMENTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Approval of two Proposition A Agreements with Securitas Security Services, USA, Incorporated and Universal Protection Services LP dba Allied Universal Security Services for the provision of Unarmed Security Guard Services Agreements at Department of Health Services facilities.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Make a finding pursuant to Los Angeles County Code Section 2.121.420 that Unarmed Security Guard Services, as described herein, can be performed more economically by an independent contractor.
2. Instruct the Chair to execute an Agreement with Securitas Security Services, USA, Incorporated (Securitas) effective upon Board approval for the period May 1, 2019 through January 31, 2022 for the provision of Unarmed Security Guard Services at all Department of Health Services (DHS) facilities and other County of Los Angeles facilities occupied by DHS with a Maximum Contract Sum of \$45,313,340, which includes a ten percent (10%) contingency for emergency, urgent, unscheduled or addition of Unarmed Guard Services at DHS facilities and other County of Los Angeles facilities occupied by DHS, for term of the Agreement.
3. Instruct the Chair to execute an Agreement with Universal Protection Services LP dba Allied Universal Security Services (Allied Universal) effective upon Board approval for the period May 1, 2019 through January 31, 2022 for the provision of Unarmed Security Guard Services at all DHS facilities and other County of Los Angeles facilities

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

27 March 12, 2019

Celia Zavala signature

CELIA ZAVALA EXECUTIVE OFFICER

occupied by DHS with a Maximum Contract Sum of \$57,328,362, which includes a ten percent (10%) contingency for emergency, urgent, unscheduled or addition of Unarmed Guard Services at DHS facilities and other County of Los Angeles facilities occupied by DHS, for term of the Agreement.

4. Delegate authority to the Director of Health Services (Director), or her designee, to execute Amendments and Change Notices to the aforementioned Agreements, to:
(a) make changes to the Statement of Work to accommodate operational changes in work flow, training, reporting requirements, and other similar changes; (b) incorporate administrative changes to the Agreements, including but not limited to the addition, modification, or removal of any relevant terms and conditions, clarifying terms and conditions, and complying changes with applicable law; and (c) utilize the 10 percent (10%) contingency included in the Maximum Contract Sum for emergency, urgent, unscheduled or addition of Unarmed Guard Services at DHS facilities and other County of Los Angeles facilities occupied by DHS.
5. Authorize the Director to add and fill four positions as detailed in Attachment B, pursuant to Section 6.06.020 of the County Code and subject to allocation by the CEO, to provide critical staffing needed to implement activities to achieve DHS' safety objectives for County health care workers and patients.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

DHS facilities are dedicated to providing day-to-day medical care and critical lifesaving interventions to Los Angeles County (County) residents. Thus, a safe and secure environment is essential to DHS' objectives for providing quality medical services to County residents.

In meeting DHS' objectives, one of the primary challenges for the health care providers is the delivery of uninterrupted quality medical care. A primary objective for DHS is to partner with health care security firms in providing a safe and secure physical environment which, in turn, fosters a positive care environment. It is increasingly critical that our facilities invest in a comprehensive health care security program solution that will help: (a) effectively manage the threat of, and help reduce incidents of, workplace violence; (b) maximize the safety and security of our employees, physicians, patients, and visitors; (c) protect our facilities' investment of internal and external property and supplies; and (d) provide peace of mind for our employees, physicians, patients, and visitors.

Approval of the first recommendation is necessary to comply with Los Angeles County Code Section 2.121.420. The recommended Unarmed Security Guard Services Agreements above are a subset of the existing Sheriff's Department agreements with Securitas and Allied Universal. Cost effectiveness in accordance with Proposition A requirements was determined at the time of award of the Sheriff's Department agreements by the Auditor-Controller (see Attachment A) for both Contractors. DHS will

assume contractual responsibility and enter into new Agreements with Securitas and Allied Universal without substantial changes to the existing terms both Contractors entered into with the Sheriff's Department. Therefore the recommended Agreements are deemed cost effective.

Approval of the second and third recommendations will allow the Chair to execute Agreements with Securitas and Allied Universal, Exhibit I and II, for the period, May 1, 2019 through January 31, 2022. Both Agreements are substantially similar to provisions provided in the existing Sheriff's Department agreements. DHS and the contractors will collaboratively develop specific enhanced safety and intervention protocols that will be disseminated in accordance with contractual parameters via DHS-wide General Post Orders and Site-Specific Post Orders to include: (a) Customer Service in Health Care; (b) Security Officer Workplace Safety; (c) Health Care Regulations and Standards; (d) Health Care Compliance; (e) Hospital Security Sensitive Areas; (f) Health Insurance Portability and Accountability Act/Protected Health Information; (g) Environment of Care; (h) Emergency Management; (i) Emergency Department Protocols; (j) Behavioral Health Security; (k) Defusing Assaultive Behavior; (l) Hospital Restraints - Safety and Usage; (m) Infant and Pediatric Security; (n) Report Writing and Investigations; and (o) Non-violent Crisis Intervention.

Approval of the fourth recommendation will allow the Director, or her designee, to: (a) make changes to the Statement of Work to accommodate operational changes in work flow, training, reporting requirements, and other similar changes; (b) incorporate administrative changes to the Agreements, including but not limited to the addition, modification, or removal of any relevant terms and conditions, clarifying terms and conditions, and complying changes with applicable law; and (c) utilize the 10% contingency included in the Maximum Contract Sum for emergency, urgent, unscheduled or additional Unarmed Guard Services at DHS facilities and other County of Los Angeles facilities occupied by DHS.

Approval of the fifth recommendation will provide DHS with the authority to employ the staff required for oversight and monitoring of the Agreements.

Approval of the recommended actions will allow DHS to enter into Agreements with Securitas and Allied Universal for DHS facilities for the continued provision of needed Unarmed Security Guard Services at DHS Facilities.

Implementation of Strategic Plan Goals

The recommended actions support Strategy II.2, "Support the Wellness of Our Communities" and III.3, "Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability" of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The County's Maximum Contract Sum of \$45,313,340 for Securitas includes \$41,193,945 for unarmed security guard services, plus 10% contingency of \$4,119,395, for emergency, urgent, unscheduled or addition of Unarmed Guard Services for the period May 1, 2019 through January 31, 2022.

The County's Maximum Contract Sum of \$57,328,362 for Allied Universal includes \$52,116,693 for unarmed security guard services, plus 10% contingency of \$5,211,669, for emergency, urgent, unscheduled or addition of Unarmed Guard Services for the period May 1, 2019 through January 31, 2022.

Funding is included in the DHS Fiscal Year 2018-19 Final Budget, and will be included as a continuing appropriation in the future fiscal years' budget as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

All Board of Supervisors' required provisions are included in the Agreements, including the updated Living Wage Ordinance (LWO) Program. The LWO requires contractors to pay employees an hourly rate of no less than \$15.79, effective January 1, 2019.

It has been determined that the provision of services by the Contractor under the recommended Agreements are subject to Proposition A guidelines which include the Living Wage Program set forth in Los Angeles County Code Chapter 2.201. Contractor is in compliance with the Living Wage Program requirements.

The Agreements may be terminated for convenience by the County upon 10 days prior written notice.

County Counsel has approved Exhibits I and II as to form.

CONTRACTING PROCESS

Both Contractors, Securitas and Allied Universal were selected as a result of a solicitation for security guard services by the Sheriff's Department. Currently, these agreements are being administered by the Sheriff's Department on behalf of the County and include DHS. The recommendations herewith will enable DHS to assume contractual responsibility and contract administration for its part of the two Proposition A Agreements with Securitas and Allied Universal for DHS facilities, and both Agreements are coterminous with the Sheriff's Department agreements. DHS will solicit these agreements in accordance with Proposition A prior to this expiration date.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable DHS to foster a closer collaboration with the two security firms Securitas and Allied Universal in order to develop a comprehensive health care security program solution to meet DHS safety objectives for County health care workers and patients.

Respectfully submitted,



Christina R. Ghaly, M.D.
Director

CRG:sd

Enclosures (4)

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors




JOHN NAIMO
AUDITOR-CONTROLLER

**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER**

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 525
LOS ANGELES, CALIFORNIA 90012-3873
PHONE: (213) 974-8301 FAX: (213) 626-5427

January 5, 2016

TO: Supervisor Hilda L. Solis, Chair
Supervisor Mark Ridley-Thomas
Supervisor Sheila Kuehl
Supervisor Don Knabe
Supervisor Michael D. Antonovich

FROM: John Naimo 
Auditor-Controller

SUBJECT: **PROPOSITION A CONTRACT REVIEW – SHERIFF’S DEPARTMENT
ARMED AND UNARMED SECURITY GUARD SERVICES (Board
Agenda January 5, 2016, Items 43 and 44)**

Items 43 and 44 on your Board’s Agenda for January 5, 2016, are requests from the Sheriff’s Department to approve three Proposition A contracts for security guard services that cover eight service planning areas in the County.

We have reviewed and approved the Proposition A cost analyses prepared by the Sheriff’s Department indicating the contracts are cost-effective. The hourly rates paid by each contactor for the term of the contracts are in compliance with the County’s current Living Wage Ordinance (LWO). However, the hourly rates are lower than the revised LWO rates that will become effective on March 1, 2016. County Counsel confirmed that since the contracts have been fully negotiated and are scheduled to commence prior to March 1, 2016, the contractors are not responsible for compensating their employees at the revised LWO rate under the initial term of the contract. The new LWO rates will apply if the contracts are amended in the future.

If you have any questions please call me, or your staff may contact Robert Smythe at (213) 253-0100.

JN:AB:PH:RS:MP

c: Sachi A. Hamai, Chief Executive Officer
Jim McDonnell, Sheriff
Patrick Ogawa, Acting Executive Officer, Board of Supervisors
Public Information Office
Audit Committee

**County of Los Angeles – Department of Health Services
Request for Interim Ordinance Authority
Provisional Allocations to Department
Fiscal Year 2018-19**

<u>Item No.</u>	<u>Sub</u>	<u>Desired Classification</u>	<u>Ordinance Position</u>	<u>Budget</u>
4569	A	Executive Manager, Health Services (Functional Title: DHS Security Director)	1.0	1.0
4231	A	Supervising Contract Program Monitor	1.0	1.0
4229	A	Contract Program Monitor	2.0	2.0



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SECURITAS SECURITY SERVICES, USA, INC.

FOR

UNARMED SECURITY GUARD SERVICES

CENTRAL AND SOUTH ZONES

78925

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
SECURITAS SECURITY SERVICES, USA, INC
FOR
UNARMED SECURITY GUARD SERVICES
CENTRAL AND SOUTH ZONES**

This Contract ("Contract") made and entered into this 12th day of March, 2019, by and between the County of Los Angeles, hereinafter referred to as County and Securitas Security Services, USA, Inc., an incorporation, organized under the laws of Delaware, located at 1055 Wilshire Boulevard, Number 1600, Los Angeles, California 90017 ("Contractor"), to provide Unarmed Security Guard Services for the Los Angeles County Department of Health Services("DHS" or "Department").

RECITALS

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

WHEREAS, the Contractor is a private firm specializing in providing Unarmed Security Guard Services; and

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

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

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

78925

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - (Intentionally omitted)
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibits:

Prop A - Living Wage Program

- 1.10 EXHIBIT J - Living Wage Ordinance
- 1.11 EXHIBIT K - Living Wage Rate Annual Adjustment
- 1.12 EXHIBIT L - Payroll Statement of Compliance
- 1.13 EXHIBIT M - Compliance with Fair Chance Employment Hiring Practices Certification

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid

unless prepared pursuant to sub-paragraph 8.1 - Amendments and Change Notices 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 **Administrative File:** An administrative file as described in sub-paragraph 6.3.3, Administrative File, of Exhibit A - Statement of Work of this Contract.
- 2.2 **Bilingual:** The ability to speak and understand English and another language.
- 2.3 **Business Day:** Monday through Friday, excluding County observed holidays.
- 2.4 **Contract:** This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
- 2.5 **Contractor:** The sole proprietor, partnership, or corporation that has entered into this Contract with County.
- 2.6 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.7 **County Project Director:** The person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.8 **County Project Manager:** The person designated by County's Project Director to manage the operations under this Contract.
- 2.9 **County Contract Monitors:** The persons designated by County with responsibility to oversee the day-to-day activities of this Contract, and responsible for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.10 **County Administrator on Duty:** The person designated by County with responsibility to manage the operations of each shift for their

respective location and is available twenty-four (24) hours a day, three hundred sixty-five (365) days a year.

- 2.11 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.12 **Department:** The Los Angeles County Department of Health Services.
- 2.13 **Director:** Director of Health Services or his/her designee.
- 2.14 **Electronic Post Confirmation System:** The automated check-in system which verifies Posts are staffed and alerts a Contractor dispatcher when a Security Guard or Security Guard Supervisor has not reported for duty. Data from the system is then used to create Contractor's invoice for services.
- 2.15 **Facility Administrator:** The person designated by County with the responsibility to oversee the day-to-day operations of a Location.
- 2.16 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.17 **General Post Order:** Proprietary documents written by the County that clearly outline duties, responsibilities, and expectations of all Security Guards and Security Guard Supervisors as set forth in subparagraph 5.1.5.1 - Post Orders of Exhibit A - Statement of Work.
- 2.18 **Living Wage Compliance Forms:** The County forms that are submitted by Contractor on a monthly basis to comply with Living Wage Ordinance reporting requirements. The three Living Wage Compliance Forms are: 1) Exhibit K - Living Wage Rate Annual Adjustments, 2) Exhibit L - Payroll Statement of Compliance, and 3) Attachment 7 - Living Wage Contractor Staffing Plan by Location of Exhibit A - Statement of Work.
- 2.19 **Location:** A County work site/service location such as hospital, facility, or clinic where security personnel perform Security Guard-related duties at a Post.
- 2.20 **Maximum Annual Contract Sum:** The total monetary amount that would be payable by County to Contractor in any Contract year for providing the required services under this Contract, as specifically set forth on Exhibit B - Pricing Schedule.
- 2.21 **Maximum Contract Sum:** The total monetary amount that would be payable by County to Contractor for providing the required services under this Contract for the entire term of this Contract, including all

extension options, as specifically set forth on Exhibit B - Pricing Schedule.

- 2.22 **Monthly Inspection Report or MIR:** A Contractor form used to document services provided, problems identified, and corrective actions taken by Contractor.
- 2.23 **Open Post:** Any Post left unmanned for any period of time, including breaks and meal periods.
- 2.24 **Post:** A Security Guard assignment within a Location.
- 2.25 **Post Commander or PC:** A person designated by Contractor who is a Security Guard Supervisor with administrative responsibilities and dedicated to a particular Location, as set forth in Attachment 2 - Minimum Staffing Plan by SPA of Exhibit A - Statement of Work.
- 2.26 **Post Orders:** Proprietary documents created, issued, and maintained by the Department, which include General Post Orders and Site-Specific Post Orders, as set forth in sub-paragraph 5.1.5.1 – Post Orders of Exhibit A – Statement of Work.
- 2.27 **Program Manager:** The person designated by Contractor that is an employee of the Contractor and that is assigned to perform administrative duties for Contractor, such as time-keeping, payroll support, and Department and County Facility Administrator interface, at a dedicated Location, as set forth in Attachment 2 - Minimum Staffing Plan by SPA of Exhibit A - Statement of Work.
- 2.28 **Program Supervisor:** The person designated by Contractor that is an employee of the Contractor and that is assigned to perform administrative duties for Contractor, such as time-keeping, payroll support, and Department and County Facility Administrator interface, with hours distributed to a particular Location and its satellite Locations, as set forth in Attachment 2 - Minimum Staffing Plan by SPA of Exhibit A - Statement of Work.
- 2.29 **Security Guard:** A person designated by Contractor that is an employee of the Contractor and that is assigned to perform unarmed security guard duties as set forth in sub-paragraph 7.3 - Security Guard Duties, Restrictions, and Obligations of Exhibit A - Statement of Work and elsewhere.
- 2.30 **Security Guard Daily Activity Report or DAR:** A Contractor form used by Security Guards to log events throughout the day at their assigned Location.

- 2.31 **Security Guard Sign In/Out Sheet:** A Contractor form used by Security Guards to sign in and out of their County assignment on a daily basis.
- 2.32 **Security Guard Supervisor:** A person designated by Contractor that is an employee of Contractor and that is assigned to perform supervisory duties as set forth in sub-paragraph 7.4 - Security Guard Supervisor Duties of Exhibit A - Statement of Work and elsewhere. Security Guard Supervisor includes Post Commander and Watch Supervisor.
- 2.33 **Security Guard Supervisor Daily Activity Report or Supervisor DAR:** A Contractor form used by Security Guard Supervisors to log events throughout the day at their assigned Location(s).
- 2.34 **Security Guard Supervisor Sign In/Out Sheet:** A Contractor form used by Security Guard Supervisors to sign in and out of their County assignment on a daily basis.
- 2.35 **Security Incident Report or SIR:** A County form used by Contractor to report significant security incidents.
- 2.36 **Service Planning Area or SPA:** The geographic division of service areas within Los Angeles County.
- 2.37 **Site-Specific Post Orders:** Documents written by the County that clearly outline duties, responsibilities, and expectations of Security Guards and Security Guard Supervisors, specific to either a Location, or a particular assignment as set forth in sub-paragraph 5.1.5.1 - Post Orders of Exhibit A - Statement of Work.
- 2.38 **Training Compliance Report:** A Contractor form developed as specified in sub-paragraph 8.8.1 - Training Tracker, Training Compliance Report, and Notification of Required County Training of Exhibit A - Statement of Work to document all required training requirements and status.
- 2.39 **Training File:** A Contractor file developed as specified in sub-paragraph 8.8.3 - Security Guard and Security Guard Supervisor Training File of Exhibit A - Statement of Work, which contains copies of: completed Contractor background investigation records; records of training received from Contractor or County with dated certificates of completion; current cards, licenses, and certifications; a brief biological sketch of the employee; and any additional information as required by County.

- 2.40 **Watch Supervisor or WS:** A person designated by Contractor who is a Security Guard Supervisor with operational responsibilities for each shift at a particular Location, as set forth in Attachment 2 - Minimum Staffing Plan by SPA of Exhibit A - Statement of Work.
- 2.41 **Zone:** Department's County Services Bureau's three (3) operational areas of service. It consists of North, South, and Central Zones.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 3.3 Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Contract.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be effective upon Board approval for the period May 1, 2019 through January 31, 2022, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an extension option.
- 4.3 Contractor shall notify the Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County Project Director at the address herein provided in Exhibit E - County Administration.

5.0 CONTRACT SUM

- 5.1 The rates for this Contract payable by County to Contractor for performing all tasks, deliverables, goods, services and any other Work required under this Contract shall be as set forth on Exhibit B -

Pricing Schedule. Such rates shall be firm and fixed for the term of this Contract.

5.1.1 The Maximum Annual Contract Sum is up to the amount below:

<u>5/1/19-1/31/20</u>	<u>2/1/20 – 1/31/21</u>	<u>2/1/21 – 1/31/22</u>
\$10,528,581	\$14,877,760	\$15,787,605

5.1.2 The Maximum Contract Sum shall be \$ 41,193,945. A ten (10%) contingency shall be allowed for emergency, urgent, unscheduled or addition of Unarmed Guard Services for the term of the Contract.

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

5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the County Project Director at the address herein provided in Exhibit E - County Administration.

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

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

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County electronically, using a mutually agreed upon format and/or software program, and with hard copy of invoice and supporting documentation, only for providing the tasks, deliverables, goods, services, and other Work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices which shall include the charges owed to Contractor by County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B – Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B – Pricing Schedule.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A – Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. Contractor invoice(s) and supporting documentation shall contain the below listed information:
1. Contractor name and address
 2. Contract number
 3. Invoice number and date
 4. Start and end dates of billing cycle
 5. Location name and address
 6. Payment terms
 7. Unit price extended and totaled
 8. Quantity/Hours delivered by Location and date
 9. Employee hours, beginning and end
 10. Employee name and identification

- 5.5.4 The Contractor shall submit monthly invoices by the tenth (10th) calendar day of the month following the month in which services were provided.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following Exhibits to this Contract are completed and included with the monthly invoice:

- **Exhibit K - Living Wage Rate Annual Adjustments**
- **Exhibit L - Payroll Statement of Compliance**
- **Attachment 7 to Exhibit A - Statement of Work – Living Wage Contractor Staffing Plan by Location**

- 5.5.5 Contractor shall submit one (1) electronic copy and one (1) original hard copy invoice with hard copy of any and all support documentation. Contractor shall submit the original invoice and support documentation as specified in Attachment 1 Location/Address of Exhibit A – Statement of Work.

5.5.6 County Approval of Invoices

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

5.5.7 Payment for Court Appearances and/or County Investigations

1. Security Guards and Security Guard Supervisors may be required to appear in court or make statements to investigators regarding job-related incidents. In the event that the Security Guard or Security Guard Supervisor is called upon as a witness for a job-related incident, County will reimburse Contractor (as set forth in this sub-paragraph 5.5.7 and Paragraph 5.3 - Court Appearances and/or County Investigations of Exhibit A - Statement of Work) for court appearances or

investigation interviews, based on review and approval by County Project Manager.

2. County will pay up to eight (8) hours per day of straight time for each summoned Security Guard or Security Guard Supervisor when a court appearance or investigation interview is required. If the court appearance or investigation interview occurs during Security Guard or Security Guard Supervisor's normal work shift, Contractor shall provide back-up coverage which will be reimbursed at straight time.
 3. Contractor shall list court appearances and/or investigation interviews as a separate line item on Contractor's invoice, and must attach supporting documentation, such as a copy of the police report, Security Incident Report (as specified in Paragraph 5.3 – Court Appearances and/or County Investigations and Section 8.0 - Reporting Requirements of Exhibit A - Statement of Work), subpoena, and/or written request for appearance. County Project Manager shall have the discretion to approve or deny invoice payment request based upon the documentation presented.
- 5.5.8 Contractor may request a copy of County's monthly invoice reconciliation report. County's monthly invoice reconciliation report outlines changes/deductions to the Contractor's invoice. Contractor's negotiation of a County-issued check for payment evidences Contractor's agreement with County's changes/deductions to Contractor's invoice.
- 5.5.9 No Out-of-Pocket Expenses. Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.
- 5.5.10 Contractor Responsibility. Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.
- 5.5.11 County's Right to Withhold. In addition to any rights of County provided in this Contract, or at law or in equity,

County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

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

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

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY ADMINISTRATION

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

6.1 County Project Director

The role of the County Project Director may include:

- coordinating with Contractor and ensuring the Contractor's performance of the Contract and that the objectives of the Contract are met; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2 County Project Manager

The role of the County Project Manager is authorized to include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

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

7.1 Contractor's Project Manager

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

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

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge as described in sub-paragraphs 6.4.1.4(m) and 6.4.1.6 of Exhibit A – Statement of Work.

7.4 Background and Security Investigations

7.4.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under this Contract. The County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The County shall perform the background check.

7.4.2 The County may request that the Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. The County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

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

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

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.
- 7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the

provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

- 7.5.6 With respect to any confidential information obtained by Contractor pursuant to the Contract, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Contract; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Contract, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Contract, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.
- 7.5.7 Without limiting the generality of Paragraph 7.5 of this Contract, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.
- 7.5.8 Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Contract, County shall not be obligated in any way under this Contract for:
1. Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;

2. Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
 3. Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Section 24.0 (Re-solicitation of Bids, Proposals, or Information).
- 7.5.9 Contractor acknowledges that a breach by Contractor of this Paragraph 7.5 - Confidentiality may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Contract and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this subparagraph 7.5 - Confidentiality.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared by the County and then executed by the Contractor and by the Board of Supervisors or its authorized designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer or designee. To implement such changes, an Amendment to the Contract shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.
- 8.1.3 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Contract to conform to changes in federal or state law or regulation, during the term of this Contract. The County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for the Contractor's written consent, to preserve this Contract's conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment to the Contract shall be prepared by the County and then

executed by the Contractor and by the Director or his/her designee.

- 8.1.4 For any changes up to ten percent (10%) of the allowable contingency, as described in sub-paragraph 5.1.1 for emergency, urgent, unscheduled or additional Unarmed Guard Services; or for any changes which do not materially affect the scope of work, term, contract sum, or any other term or condition, Change Notices shall be prepared and executed by the Contracts and Grants Division.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, the County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

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

8.3 Authorization Warranty

Contractor and the person executing the Contract on behalf of Contractor hereby represent and warrant that the person executing the Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

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

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints by Security Guards, Security Guard Supervisor, members of the public and/or County personnel.

- 8.5.1 Within ten (10) Business Days prior to providing services under the Contract, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) Business Days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall maintain a complaint log of all complaints received from Security Guards and Security Guard Supervisors, members of the public, and/or County personnel.
- 8.5.6 The complaint log shall contain the date of receipt of the complaint, name of the complainant, nature of the complaint, time and action taken, or reason for inaction. An updated copy of the complaint log shall be made available to County Project Manager upon request.
- 8.5.7 Complaints relating to employee appearance, attitude, or work performance shall be recorded in the complaint log pursuant to 8.5.6 above, and an immediate notification shall be made to County Project Manager.
- 8.5.8 The Contractor shall preliminarily investigate all complaints and notify the County Project Manager, either verbally or in writing, of the status of the investigation within three (3) Business Days of receiving the complaint.
- 8.5.9 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and

procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

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

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing

short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-

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

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

8.9 Conflict of Interest

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

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

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

8.11 Consideration of Hiring Gain-Grow Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of

the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in 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 Contractor, and its subcontractor(s), can access posters and other campaign material at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting

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

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees

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

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

8.18 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via facsimile communicative, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from

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

8.20 Force Majeure

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.)

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to

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

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

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

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

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 - General Provisions for All Insurance Coverage and 8.25 - Insurance Coverage of this Contract.

If Contractor provides armed security guards, insurance policy shall not contain any exclusion for firearms-related liability. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

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

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

cgcontractorinsurance@dhs.lacounty.gov

- Contractor also shall promptly (in writing within twenty-four (24) hours of occurrence) report to County any injury or property damage accident or incident; and
- Any injury to a Contractor employee occurring on County property (this report shall be submitted on a County "Non-Employee Injury Report" (County form) to the County Project Manager; and
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract; and
- Contractor also shall promptly (in writing within twenty-four (24) hours of occurrence) notify County of any third party claim or suit filed against Contractor which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

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

8.24.3 Cancellation of or Changes in Insurance

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

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 Waivers of Subrogation

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

8.24.8 Sub-Contractor Insurance Coverage Requirements

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

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$2 million

The policy shall also provide coverage for liability for Assault and Battery, as well as Errors and Omissions and Punitive Damages. Alternatively, such Errors and Omissions and

Punitive Damages coverage may be provided under the terms of a separate Errors and Omissions (Professional) Liability policy. If Contractor's operations will include use of firearms and/or animals, then firearms and/or animal-related liability, respectively, also shall be covered.

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

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

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

8.25.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$100,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director or his designee, 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. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director or his designee in a written notice describing the reasons for said action.

8.26.2 If the Director or his designee, determines that there are deficiencies in the performance of this Contract that the Director or his designee deems are correctable by the

Contractor over a certain time span, the Director or his designee will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director or his designee may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the monthly contract sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Attachment 5 - Performance Requirements Summary (PRS) Chart of Exhibit A - Statement of Work and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

8.27 Most Favored Public Entity

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

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

8.28 Nondiscrimination and Affirmative Action

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

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Project Manager or County

Project Director is not able to resolve the dispute, the Director designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

- 8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the

name of the County without the prior written consent of the County Project Director. The County shall not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

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

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

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a

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

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

8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this sub-paragraph relative to Contractor's employees who have provided services to the

County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records,

bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

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

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

County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement.

8.43 Termination for Default

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

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to

any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

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

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

8.45 Termination for Insolvency

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

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

Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-

paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default

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

8.53 Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

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

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

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

8.55 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with The County Policy Of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from

discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

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

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth in Exhibit K, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Sub-paragraph 9.1.2 under the Contract.
2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the

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

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

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

9.1.3 Contractor's Submittal of Certified Monitoring Reports

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

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

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known

by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's Contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

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

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

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

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

discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this Sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of

future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

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

9.1.9 Contractor Retaliation Prohibited

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

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A Contract or a predecessor cafeteria services Contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor Contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 Neutrality in Labor Relations

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

9.2 Patent, Copyright and Trade Secret Indemnification

9.2.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.3 Health Insurance Portability And Accountability Act of 1996 (HIPAA)

9.3.1 The Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by the Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, the Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records for any reason whatsoever.

9.3.2 Notwithstanding the foregoing, the parties acknowledge that in the course of the provision of services hereunder, the Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. The Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

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

information. The Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

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



CONTRACTOR: (SECURITAS SECURITY SERVICES)
Name

By Jeff Winter
Name

AREA VICE PRESIDENT
Title

COUNTY OF LOS ANGELES

By Jenice Hahn
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Executive Officer
of the Board of Supervisors

By Danya Ruiz
DEPUTY

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

CELIA ZAVALA
Executive Officer
Clerk of the Board of Supervisors

By Danya Ruiz
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By Mary C Wickham
Chief Legal Advisor

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27

MAR 12 2019

Celia Zavala
CELIA ZAVALA
EXECUTIVE OFFICER

78925

**AGREEMENT FOR
UNARMED SECURITY GUARD SERVICES**

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UNARMED SECURITY GUARD SERVICES

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EXHIBIT A

STATEMENT OF WORK

1.0 SCOPE OF WORK

- 1.1 The Los Angeles County Department of Health Services (Department) is responsible for providing security in County of Los Angeles (County) facilities, hospitals, and clinics (Locations) located throughout the County. Unarmed security guard services are provided according to eight (8) geographic areas, known as Service Planning Areas (SPAs). The eight (8) SPAs are grouped into the following three (3) Zones: North Zone (SPAs 1, 2, 4), South Zone (SPAs 6, 7, 8), and Central Zone (SPAs 3, 5) to facilitate service delivery, support, training, and management under the Contract.
- 1.2 Contractor shall provide trained and certified, professional, courteous, uniformed, and equipped unarmed Security Guards and Security Guard Supervisors, twenty-four (24) hours a day, seven (7) days a week, including holidays, for specified Locations, as set forth in Attachment 2 - Minimum Staffing Plan by SPA of this Statement of Work (SOW).
- 1.3 The number of Locations within a SPA may change during the term of the Contract, based on the operational and organizational requirements of the Location and/or the Department. Specific Locations may open or close and/or staffing levels may increase or decrease, thereby changing requirements. Contractor must have the flexibility and capability to provide varying numbers of Security Guards and Security Guard Supervisors to Locations in the SPA; therefore, in addition to the staffing required on Attachment 2 - Minimum Staffing Plan by SPA of this SOW, a minimum of five (5) percent additional contract personnel who are cleared, trained, certified, and equipped shall be available for deployment at any time by Contractor throughout the term of the Contract.

2.0 ADDITION/DELETION OF LOCATIONS, SPECIFIC TASKS, AND/OR WORK HOURS

2.1 County, by and through the Department, shall have the right to (1) add and/or delete specific Locations within a SPA or Zone and (2) add, delete, reduce, or change specific tasks and/or work hours for any and all shifts, during the term of the Contract, in accordance with sub-paragraph 8.1 - Amendments and Change Notices of the Contract.

2.1.1 Locations that are added to the Contract after the initial award will be assigned to incumbent Contractors, or to previously non-selected Contractors based on their points ranking during the solicitation process. Generally, additional Locations will be added to the incumbent Contractor for the affected SPA or Zone; however, County reserves the right to assign new Locations to any qualified Contractor, based on the affected SPA or Zone's Contractor's capacity, capability, performance, and business needs of the County, at the sole discretion of the County.

2.2 County requests for a change, addition, and/or deletion of services shall be made by written notice to Contractor three (3) to five (5) Business Days prior to coverage change. Contractor shall be required to provide written confirmation of coverage changes within three (3) calendar days of receipt of such notice. County will prepare evidence of the change, addition, and/or deletion of services, according to sub-paragraph 8.1 - Amendments and Change Notices of the Contract.

2.3 Urgent service requests shall be made by, either the County Project Director, County Project Manager or Facility Administrator, verbally or in writing to Contractor, prior to the requested start of services (with written evidence of the change in accordance with sub-paragraph 8.1 - Amendments and Change Notices of the Contract following the provision of urgent services).

2.4 Contractor shall provide coverage for urgent service requests at the start time requested by the County, or, in the event of requests for immediate service, no later than one (1) hour from the time of the request by County.

3.0 QUALITY CONTROL

3.1 Contractor shall establish and maintain a comprehensive Quality Control Plan to assure County a consistently high level of service throughout the term of the Contract that meets or exceeds all requirements. In the event that requirements and/or policies and procedures change during the term of the Contract, Contractor shall update the Quality Control Plan and submit such updated plan to County Project Manager. The Quality Control Plan shall include, but is not limited to the following:

3.1.1 Method of monitoring all tasks and services to ensure that Contract requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.

3.1.2 The Quality Control Plan shall include, but is not limited to the information specified below:

3.1.2.1 Specific activities to be monitored either on scheduled or unscheduled basis; and

3.1.2.2 Methods of monitoring to include methods of verifying authenticity of reports, and methods to ensure quality of services; and

3.1.2.3 Frequency of monitoring; and

3.1.2.4 Samples of forms to be used in monitoring; and

3.1.2.5 Job title and level of personnel performing monitoring functions (Contractor shall ensure that Contractor Project Manager and/or quality control personnel, and not the Security Guards actually performing the security services, shall implement the Quality Control Plan); and

3.1.2.6 Plan for ensuring that services will continue in the event of a natural or manmade disaster, or strike of Security Guards and/or Security Guard Supervisors.

3.2 Contractor shall maintain and update as necessary written policy and procedures regarding the licensing, certification, training files, and work requirements for Contractor personnel assigned to provide unarmed security guard services under the Contract, and provide to County immediately upon request.

3.3 Performance Evaluation Meetings

County and Contractor shall meet at least quarterly, and more frequently if deemed necessary, to discuss status of the Contract, new or on-going problems, and other issues. Failure to attend will cause an assessment of one hundred dollars (\$100.00) as specified in Attachment 5 - Performance Requirements Summary (PRS) of this SOW. County Project Manager reserves the right to schedule more frequent meetings if Contractor quality of performance is not at an acceptable level. An acceptable quality level will be determined by, but not limited to, Contractor adhering to the requirements of Attachment 5 - Performance Requirements Summary (PRS) of this SOW.

3.4 Review of Inspection Reports

On a monthly basis after Contractor begins providing services, Contractor shall submit to County Project Manager, Contractor's scheduled and unscheduled inspection reports as specified in Section 8.0 - Reporting Requirements of this SOW. The inspection reports shall include: a) date of inspection, b) problem(s) identified, c) corrective action taken, and d) time elapsed between identification

of a problem and corrective action completed. County Project Manager will review all reports to ensure that County's requirements are being met.

3.5 Contract Discrepancy Report (CDR)

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

3.5.2 A CDR shall be issued at County Project Manager's discretion. Upon receipt of a CDR, Contractor is required to respond in writing to County Project Manager within five (5) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor must submit its plan to correct the deficiency(s) identified in the CDR to County Project Manager within five (5) Business Days. A sample of the CDR is attached as Attachment 6 - Contract Discrepancy Report (CDR) of this SOW.

4.0 HOURS AND DAYS OF OPERATION

Contractor hours and days of operation will vary by Location. The hours and days are set forth on Attachment 2 - Minimum Staffing Plan by SPA of this SOW. Contractor may be required to work on County-recognized holidays. County will provide a list of County-recognized holidays (as specified in Paragraph 4.5 - Holidays of this SOW).

4.1 Work Schedules/Deployment

Contractor shall have discretion over the deployment of Security Guards and Security Guard Supervisors and shifts as long as service levels are met. Contractor shall maintain a continuously-updated deployment roster, which shall be incorporated herein by this reference, and submit a copy upon request and during the quarterly performance evaluation meeting.

In the event that County requires additional service hours or service days due to temporary changes in workload or other urgent needs of the Department, Contractor Project Manager shall work with County Project Manager to develop a plan to meet the new requirements and County will prepare a Change Notice in accordance with sub-paragraph 8.1 - Amendments and Change Notices of the Contract.

4.1.1 Supervision

Security Guards shall be adequately supervised by Security Guard Supervisors. Contractor shall employ at least one (1) Program Supervisor per Zone on each shift (06:00~14:00 (AM), 14:00~22:00 (PM), 22:00~06:00 (EM)), in addition to the one (1) Security Guard Supervisor for every ten (10) Security Guards required on Attachment 2 - Minimum Staffing Plan by SPA of this SOW as specified in Exhibit B - Pricing Schedule and Attachment 2 - Minimum Staffing Plan by SPA of this SOW. Security Guard Supervisors assigned to the field shall travel to their assigned Locations on a regular basis to work with their subordinates.

4.1.2 County Staffing Plan

County staffing plan requirements are provided as Attachment 2 - Minimum Staffing Plan by SPA of this SOW. In the event that County's permanent requirements change during the term of the Contract, County Project Manager will provide Contractor with a revised Attachment 2 - Minimum Staffing Plan by SPA of this SOW, in accordance with the Amendment process set forth in sub-paragraph 8.1 - Amendments and Change Notices of the Contract.

4.1.3 Contractor Staffing Plan

4.1.3.1 Pursuant to the requirements of sub-paragraph 9.1.8 - Use of Full Time Employees and Exhibit J - Living Wage

Ordinance, of the Contract, Contractor shall prepare a staffing plan using full-time employees. Staffing plans shall be prepared for each Location, using the blank form attached as Attachment 7 - Living Wage Contractor Staffing Plan by Location of this SOW to demonstrate how Contractor intends to fill each Post, using full-time employees. Contractor shall provide details of Post coverage. For example, a Post requiring twelve (12) hours of coverage could show: one (1) guard working twelve (12) hours, or two (2) guards: one (1) working ten (10) hours and another one working two (2) hours, or two (2) guards: one (1) working eight (8) hours and another one (1) working four (4) hours, or two (2) guards working six (6) hours each.

- 4.1.3.2 A completed Attachment 7 - Living Wage Contractor Staffing Plan by Location shall be submitted for each Location for review and approval by County Project Manager at least ten (10) Business Days prior to the commencement of work under the Contract.
- 4.1.3.3 In accordance with sub-paragraph 5.1.5.4 - Living Wage Compliance Forms of this SOW, staffing plans for each Location shall also be submitted monthly on Attachment 7 - Living Wage Contractor Staffing Plan by Location of this SOW, as part of Living Wage compliance.
- 4.1.3.4 In the event that County's permanent staffing requirements change during the term of the Contract, Contractor shall provide a revised Attachment 7 - Living Wage Contractor Staffing Plan by Location for County Project Manager approval, based on County's revised requirements, as

specified in revised Attachment 2 - Minimum Staffing Plan by SPA of this SOW.

4.1.3.5 In the event that Contractor changes its full-time employee staffing plan, Contractor shall immediately provide a revised Attachment 7 – Living Wage Contractor Staffing Plan by Location for County Project Manager approval, in accordance with sub-paragraph 9.1.8 - Use of Full-Time Employees of the Contract.

4.1.3.6 All completed Attachments 7 – Living Wage Contractor Staffing Plan shall be incorporated into this Contract by this reference.

4.1.4 Open Post

4.1.4.1 Contractor shall provide sufficient Security Guards and Security Guard Supervisors, including relief for breaks and meal periods where necessary, to ensure there are no Open Posts at any time.

4.1.4.2 Posts are to be filled, according to County's staffing plan requirements, as set forth in Attachment 2 - Minimum Staffing Plan by SPA of this SOW, at all times, unless County gives written approval of an exception, modification, or change.

4.1.4.3 Security Guard Supervisor coverage shall be provided for all SPAs, according to County's staffing plan requirements set forth in Attachment 2 - Minimum Staffing Plan by SPA of this SOW, and the required ratio of one (1) Security Guard Supervisor for ten (10) Security Guards shall be maintained at all times, in addition to the required one (1) Program

Supervisor per Zone on each shift (06:00~14:00, 14:00~22:00, 22:00~06:00).

4.1.4.4 County shall view any Open Post as a serious breach of Contract performance. More than three (3) instances of an Open Post in a Location within a thirty (30) calendar day period or three (3) consecutive days of an Open Post shall subject Contractor to significant additional assessments, liquidated damages, and/or possible forfeiture of Post, termination of the Contract and/or debarment.

4.1.4.5 Failure to fill Security Guard Supervisor positions as required shall constitute an Open Post and shall subject Contractor to Open Post assessment(s), as specified sub-paragraph 4.1.4.4 of this SOW, and in Attachment 5 - Performance Requirements Summary (PRS) of this SOW.

4.1.5 Security Guards and Security Guard Supervisors shall be responsible for reporting absences to Contractor. Contractor shall report to County Project Manager the day before a planned absence or within one (1) hour of Security Guard or Security Guard Supervisor work reporting time for unplanned absences. Upon reporting unplanned absences, Contractor shall deploy a replacement Security Guard or Security Guard Supervisor (billed at Security Guard rate if replacing a Security Guard) to the Location immediately to ensure Post coverage at all times. If a Security Guard Supervisor is deployed for a Security Guard, they shall stand post until a replacement Security Guard arrives. The replacement Security Guard or Security Guard Supervisor shall report within one (1) hour or less from unplanned absence notification.

4.1.6 In the event that a Security Guard or Security Guard Supervisor must leave during the workday, Contractor shall send a replacement Security

Guard or Security Guard Supervisor within one (1) hour or less of the Security Guard or Security Guard Supervisor's absence, with the replacement Security Guard or Security Guard Supervisor completing the remaining work schedule. In the event that a Security Guard Supervisor replaces a Security Guard, Contractor shall bill the County at the Security Guard rate. The one (1) hour replacement requirement is a baseline; Contractor shall make every effort to have a replacement on Location immediately upon notice of an Open Post.

4.2 Unscheduled Work Due to Security Incident

4.2.1 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Security Guard shall control the situation and intervene, as appropriate, to prevent injurious acts to persons or property. As soon as it is safe to do so, Security Guard shall notify

Security Guard Supervisor and/or Contractor Project Manager of the incident. Security Guard Supervisor shall contact the County manager or administrator at the Location and the County Project Manager or Facility Administrator to advise them of the situation and request approval and/or direction before allowing Security Guard to begin or continue work under the Contract. County will provide verbal authorization for additional service hours and/or additional contract personnel if necessary. County will follow verbal authorization with an email approving additional services to Security Guard Supervisor and/or Contractor Project Manager who will provide direction to Security Guard. Contractor shall proceed diligently to work within the approved service hours.

4.2.2 All authorized unscheduled work due to security incident shall commence as specified by County Project Manager or Facility Administrator, followed by evidence of the change in accordance with sub-paragraph 8.1 - Amendments and Change Notices of the Contract.

4.2.3 County reserves the right to perform unscheduled work due to security incident using County staff and/or to assign the work to another County contractor.

4.3 Security Guard and Security Guard Supervisor Overtime

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act regarding payment of overtime, consistent with sub-paragraph 8.19 - Fair Labor Standards of the Contract. As specified in Attachment 5 - Performance Requirements Summary (PRS) of this SOW, County may impose an assessment against Contractor for failure by Contractor to observe this requirement. County may report Contractor's non-compliance with the California Labor Code to the California Labor Commissioner.

4.3.1 Contractor shall monitor and ensure that each of its Security Guards and Security Guard Supervisors work no more than twenty-four (24) hours per week of overtime on any County assignment. County will only pay for the overtime specified in Attachment 2 - Minimum Staffing Plan by SPA of this SOW. Contractor shall be compensated at the overtime rate of one and a half (1.5) times the hourly labor rate only for those overtime hours that are required by County and considered by County to be overtime on a County assignment at a Location under the Contract as set forth in Attachment 2 - Minimum Staffing Plan by SPA of this SOW. County Project Manager shall have the authority to deny overtime that is not specified in Attachment 2 - Minimum Staffing Plan by SPA of this SOW. Overtime that is not specified in Attachment 2, Minimum Staffing Plan by SPA of this SOW and/or not approved by County Project Manager shall be paid at the straight time rate by County.

4.3.2 Security Guards and Security Guard Supervisors who use their employment with Contractor as a "second job" shall limit their weekly hours to twenty-four (24) hours on the Contract.

- 4.3.3 County may impose an assessment of one hundred dollars (\$100) per occurrence against Contractor for failure to observe the requirements as specified in sub-paragraphs 4.3.1 and 4.3.2 above and in Attachment 5 - Performance Requirements Summary (PRS) of this SOW.
- 4.3.4 Contractor shall pay Security Guards and Security Guard Supervisors (other than those with an alternate work schedule) who have worked in excess of eight (8) hours per day, at the compensation rate of one and a half (1.5) times their hourly labor rate for such work in excess of eight (8) hours per calendar day, or as required by law. County will only pay for the overtime specified in Attachment 2 - Minimum Staffing Plan by SPA of this SOW. Payment for any unspecified overtime shall be the Contractor's responsibility.
- 4.3.5 County will not pay overtime for any Security Guard or Security Guard Supervisor who has worked a full shift at another Post and is brought in to cover a County assignment, such as when a Security Guard has called in sick.

4.4 Services in Emergency Situations

In the event of an "emergency situation," Contractor shall continue to provide services under the Contract. Notifications for "emergency situations" shall be the same as stated in sub-paragraph 4.2.1 of this SOW. An "emergency situation" includes, but is not limited to, fire, flood, earthquake, civil disturbance and other natural or manmade disasters. County Project Manager or Facility Administrator will determine if a particular situation constitutes an "emergency situation" as specified in this Paragraph 4.4 - Services in Emergency Situations and shall determine the extent to which services shall be provided. Contractor shall provide adequate staffing to ensure continued services to the extent determined by County.

4.4.1 Business Continuity Plan

Contractor shall prepare and maintain a continuously-updated Business Continuity Plan (BCP) in accordance with Paragraph 6.7 - Contractor Business Continuity Plan – Emergency Response of this SOW.

4.5 Holidays

When twenty-four (24) hour/seven (7) day a week coverage is required at specified Locations, Contractor may be required to provide services on County-recognized holidays.

4.5.1 Contractor will be paid by County at the overtime rate of one and a half (1.5) times the hourly labor rate for Security Guard and Security Guard Supervisor hours required on dates that are recognized by both County and Contractor as holidays, provided the Contractor pays the overtime rate of one and a half (1.5) times the hourly labor rate to Security Guards and Security Guard Supervisors.

4.5.2 Holiday dates will vary from year to year. County Project Manager will provide Contractor with a list of County-recognized holidays for the following calendar year as soon as they become known. Contractor shall provide County Project Manager with a list of Contractor-recognized holidays for the following calendar year as soon as they become known.

5.0 COUNTY'S RESPONSIBILITIES

5.1 County-Furnished Items

5.1.1 At County's sole discretion, County will furnish non-exclusive office or other space at County facilities where Contractor services are being provided for use by Contractor. County will repair and/or replace County-provided furniture and equipment due to normal wear and tear. County may inspect, demand return of, and otherwise have a right to enter and

search such property in accordance with existing County policies and practices.

- 5.1.2 Upon termination of the Contract, all County-furnished equipment shall be returned to County in good operating condition, less reasonable wear and tear.
- 5.1.3 Contractor personnel shall sign in and sign out for all County-furnished equipment, such as keys and radios, when reporting for duty and at the end of the work shift.
- 5.1.4 Contractor Project Manager shall report any improperly working or defective County-furnished equipment to County Project Manager through a written memorandum within twenty-four (24) hours of Contractor's knowledge of the problem or defect.
- 5.1.5 The following is a list of forms or logs that are applicable to the requirements for implementation of this SOW that will be provided to the Contractor, by County Project Manager, prior to commencement of work under the Contract.

5.1.5.1 Post Orders: County forms

Post Orders are proprietary documents created, issued, and maintained by the Department. General Post Orders apply to all Locations. Site-Specific Post Orders are unique to the requirements of the Location or the Post to which they apply. Both General Post Orders and Site-Specific Post Orders are to be followed by Contractor completely and at all times.

5.1.5.2 Contract Discrepancy Report: County form

Attachment 6 - Contract Discrepancy Report (CDR) of this SOW.

5.1.5.3 Security Incident Report: County form

Security Incident Report (SIR) is used by Contractor to report significant security incidents, including, but not limited to, incidents involving: any use of force, detention of an individual pursuant to arrest, any incident requiring law enforcement or emergency response or backup, building or area evacuations, or bomb threat. SIRs are to be completed and submitted to County Project Manager immediately following a security incident.

5.1.5.4 Living Wage Compliance Forms: County forms

Exhibit K – Living Wage Rate Annual Adjustments

Exhibit L – Payroll Statement of Compliance of the Contract.

Attachment 7 – Living Wage Contractor Staffing Plan by Location of this SOW.

5.2 Security Guard Licensure, Registration and Certification, and Training

Contractor shall have sole responsibility to ensure Contractor's personnel are in full compliance with all Federal, State and local rules and regulations for any required licensure, certification, registration and training.

5.2.1 County-provided training will occur at the discretion of the County Project Director in accordance with Paragraph 2.1 - County-Provided Training – Overview and Paragraph 2.2 - Contractor and/or County-Provided – Annual and/or Continuing Education Training of Attachment 3 - Training Outline of this SOW.

5.2.2 At the discretion of the County Project Director, the County will provide the training set forth in Paragraph 2.1 - County-Provided Training – Overview and Paragraph 2.2 - Contractor and/or County Provided – Annual and/or

Continuing Education Training of Attachment 3 - Training Outline of this SOW to Security Guards and Security Guard Supervisors performing services at specific County Locations. Training may include, but shall not be limited to, initial, annual, continuing education, and specialized County-provided training conducted by County personnel, in accordance with The Joint Commission (TJC), Title 22, the Commission on Accreditation of Rehabilitation Facilities (CARF), and/or other compliance or regulatory bodies, and/or policies of the specific assignment, Location, and/or Post where security services are being provided.

5.2.3 Contractor shall pay each Security Guard or Security Guard Supervisor up to eight (8) hours of straight time per day, for up to two (2) days per year, to attend required initial, annual, continuing education, and/or specialized Contractor or County-provided training. Contractor shall also provide and pay for backfill coverage for any Security Guard or Security Guard Supervisor attending required training. Contractor may not bill County and County will not be responsible for payment to Security Guards and Security Guard Supervisors during attendance at required trainings. County personnel that provide County-required training will be reimbursed by County.

5.3 Court Appearances and/or County Investigations

5.3.1 Security Guards and Security Guard Supervisors may be required to appear in court or make statements to investigators regarding job-related incidents. In the event that a Security Guard or Security Guard Supervisor is called upon as a witness for a job-related incident, County will reimburse Contractor as set forth in sub-paragraph 5.5.7 – Payment for Court Appearances and/or County Investigations of the Contract for the court appearance or investigation interview, based on review and approval by County Project Manager.

6.0 CONTRACTOR'S RESPONSIBILITIES

6.1 Purpose

6.1.1 Contractor shall provide background-cleared, certified, trained, uniformed and equipped, professional and courteous, unarmed Security Guards and Security Guard Supervisors, as needed by Department, in accordance with Attachment 2 - Minimum Staffing Plan by SPA and Attachment 7 - Living Wage Contractor Staffing Plan by Location of this SOW. Duties include, but are not limited to, the following:

- 6.1.1.1 Screen County employees, clients, visitors and/or other members of the public at designated entrances;
- 6.1.1.2 Ensure County employees present appropriate identification prior to being admitted to a Location, or a restricted area within a Location;
- 6.1.1.3 Provide a uniformed presence to act as a deterrent to crime;
- 6.1.1.4 Intervene to prevent injurious acts to persons and property;
- 6.1.1.5 Safeguard County property against fire, theft, vandalism, and illegal entry;
- 6.1.1.6 Prevent entry of firearms and contraband;
- 6.1.1.7 Provide information and assistance to the public as needed;
and
- 6.1.1.8 Ensure safety and security are monitored twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year.

6.1.2 Contractor shall provide background-cleared, trained, professional and courteous Program Managers and Program Supervisors, as needed by Department, in accordance with Attachment 2 - Minimum Staffing Plan by SPA and Attachment 7 - Living Wage Contractor Staffing Plan by Location of this SOW. These positions are not and shall not be directly billed by Contractor to County. Duties include, but are not limited to, the following:

6.1.2.1 Perform supervision and administrative duties for Contractor, such as time-keeping, personnel and payroll support, either dedicated to a particular Location, or with hours distributed to a particular Location and its satellite Locations; and

6.1.2.2 Interface with Department and Facility Administrators.

6.2 General

6.2.1 Contractor shall provide, at Contractor's expense, all working materials/documents necessary to perform the services required hereunder, including but not limited to: 1) documents, 2) log sheets, and 3) stationary, as set forth in Paragraph 8.12 - Daily/Weekly Reporting Documents of this SOW.

6.2.2 Contractor-owned equipment and related accessories which are used by Security Guards and Security Guard Supervisors to provide services under the Contract must be kept clean at all times and shall be maintained according to manufacturer standards. County Project Manager may from time to time inspect such items to ensure they are in proper working order.

6.3 Personnel

6.3.1 Contractor shall have the flexibility and capability to provide varying numbers of Security Guards and Security Guard Supervisors to Locations

in the SPA; therefore, as specified in Section 1.0 - Scope of Work of this SOW, in addition to the staffing required on Attachment 2 - Minimum Staffing Plan by SPA of this SOW, a minimum of five (5) percent additional contract personnel who are background-cleared, trained, certified, and equipped shall be available for deployment at any time by Contractor throughout the term of the Contract.

6.3.2 Background Investigations

6.3.2.1 All unarmed Security Guards and Security Guard Supervisors providing services under the Contract, and any Contractor employee designated as Program Manager, Program Supervisor, or Contractor Project Manager, shall be required to undergo and pass a background investigation, to the satisfaction of County as a condition of beginning and continuing to provide services under the Contract, or as a condition for promotion to a supervisory position under the Contract, as described in sub-paragraph 7.4 - Background and Security Investigations of the Contract. All background clearances will be determined by the Department. Subsequent investigation or information obtained by the Department may cause a background clearance to be revoked.

6.3.2.2 Such background investigation must include, but shall not be limited to, information obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information and as further described in sub-paragraph 6.3.2 - Background Investigations of this SOW. The fees associated with the background investigation may, at the sole discretion of the

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

6.3.2.3 County will not accept any of Contractor's employees who have been involved in any of the following:

- a) Felony conviction;
- b) Conviction for a sex offense;
- c) Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge;
- d) Conduct that would preclude the employee from receiving a bond;
- e) Any conviction of drunk or reckless driving within the last three (3) years;
- f) Any pattern of irresponsible behavior including, but not limited to, unsatisfactory driving or employment records; or
- g) Any pattern of recent or habitual illegal drug use.

6.3.2.4 The background investigation requirements are subject to change at any time, at the sole discretion of County.

6.3.2.5 All background information is confidential and not reviewable by Contractor or Contractor's employees. Department will

not provide any information obtained through the Department background investigation to Contractor or Contractor's employees.

6.3.2.6 Contractor shall be responsible for reimbursement or direct payment to County for actual costs of performing each background investigation. The cost is approximately one hundred fifty dollars (\$150) per employee. This fee will be charged to Contractor, whether an individual is cleared or not, at the discretion of the County.

6.3.3 Administrative File

For each employee scheduled for background investigation, Contractor shall provide a pre-background Administrative File and documentation to County Project Manager for review and approval prior to scheduling background investigation in accordance with sub-paragraph 7.4 – Background and Security Investigations of the Contract. The Administrative File shall contain copies of the following:

6.3.3.1 Contractor Employment Application

Contractor shall submit a copy of a completed Department-approved Contractor employment application on each prospective Security Guard, Security Guard Supervisor, Contractor Project Manager, Program Manager, and Program Supervisor at the time the candidate is referred to County for background investigation. The application shall, as applicable and appropriate, include the following:

a) Employment History

Employment history shall include a list of candidate's present or last job first, then all jobs held and any periods of unemployment for the previous ten (10) years, including all security services experience.

b) Military Service

All military experience (regular or reserve) must be documented. Include a copy of candidate's Selective Service Card and/or military discharge papers DD214. If candidate does not possess a Selective Service Card or military discharge papers, explain why information is not available.

c) Driving Record

Include current printout of the candidate's Department of Motor Vehicle Record is required at the time of the candidate's interview with Department Civilian Background Unit and annually thereafter.

d) Credit Report

Include copy of candidate's current credit report from Equifax, Experian, or Trans Union.

e) Guard Registration Card

Include copy of current Guard Registration Card, issued by the California Department of Consumer Affairs (DCA), Bureau of Security and Investigative Services (BSIS).

f) Certificate for Cardiopulmonary Resuscitation (CPR) for Adult, Child, and Infant, including Automated External Defibrillator (AED)

Include copy of current Adult, Child, and Infant CPR card, issued by American Red Cross, American Heart Association, or equivalent provider (8 hours) and Automated External Defibrillator (AED) certification.

g) First Aid Certification for Adult, Child and Infant

Include copy of current First Aid Certification, issued by American Red Cross, American Heart Association, or equivalent provider (8 hours).

h) Baton Permit Issued by BSIS

Include copy of baton permit issued by BSIS.

i) Certificate of Training: BSIS Certified Course in Baton Training (4 hours)

Include copy of POST certification in baton, according to sub-paragraph 8.8.3.2(f) of this SOW. All licensees/registrants holding a baton permit may carry any type of baton on the job, as long as he or she is proficient in the use of the specific type of baton.

j) Pepper Spray Permit

Include copy of permit to carry ten percent (10%) solution of oleoresin capsicum (pepper spray).

k) Valid California Class "C" Driver's License or California Identification Card

Include copy of valid California Class "C" Driver's License or California Identification Card.

l) High School or G.E.D. diploma or equivalent

Include copy of High School or G.E.D. diploma or equivalent.

6.3.3.2 Pre-Placement and Annual Health Screening

Based on the regulatory compliance requirements of The Joint Commission (TJC), Cal/OSHA standard set forth at 8 CCR § 5199, and Title 22 of California Code of Regulations, the County has established and maintains policies related to

initial and annual health screening, tuberculosis(tb) screening and history and evidence of immunity to vaccine preventative diseases of all individuals working in all Locations.

- a) Contractor shall provide initial health screening as specified below, for all Security Guards, Security Guard Supervisors including Post Commanders and Watch Supervisors, and any employee designated as Program Manager, Program Supervisor and Contractor Project Manager, assigned to provide services under the Contract at the time the Administrative File is submitted to County for review, and annually thereafter.
- b) Initial or pre-placement health screening shall include, but shall not be limited to, the following: TB symptom review and documentation of a negative two-step or blood test for tb. If either test is positive a current negative chest x-ray is required evidence of immunity to mumps, measles, rubella and varicella either by documentation of two live vaccines or positive titer. Documentation of a completed hepatitis B series with a reactive HbsAb or declination form signed by candidate. In addition, documentation of tetanus, diphtheria, acellular pertussis (Tdap) vaccine or declination. Seasonal influenza vaccination (one dose for current season each year) or declination; however, persons who decline the vaccination will be required to wear a mask during the influenza season.
- c) Security Guards, Security Guard Supervisors, Program Managers, Program Supervisors, and Contractor Project

Manager shall undergo annual health screening which shall minimally include tb symptom review and tb skin test or blood test if previously negative. Any new positives must have a chest x-ray to rule out active disease. Annual influenza vaccine status shall also be reviewed. Results of these examinations shall be submitted to DHS Employee Health services. Employee Health will provide clearance certificate to the contractor for their employee file.

- d) Security Guards and Security Guard Supervisors must have the physical capability to perform all of the duties specified in this SOW. County may require Contractor to provide medical certifications for individual Security Guards or Security Guard Supervisors, if County determines that their physical condition appears to be questionable.

6.3.4 Experience Requirements

Contractor shall provide personnel who meet the following experience requirements:

6.3.4.1 Contractor Project Manager

Contractor Project Manager shall have a minimum of three (3) years experience within the last five (5) years providing security project management services, equivalent or similar to those required in this Contract, including management and coordination of multiple service locations and acting as a "central point of contact" for services.

6.3.4.2 Program Manager(s)

Program Managers shall have two (2) years experience within the last three (3) years providing administrative duties for Contractor, the same or similar to those required in this Contract, such as time-keeping, personnel and payroll support, either dedicated to a particular Location, or with hours distributed to a particular Location and its satellite Locations; and interfacing with Department and County Facility Administrators.

6.3.4.3 Program Supervisor(s)

Program Supervisors shall have one (1) year experience within the last three (3) years providing supervision and administrative duties for Contractor, the same or similar to those required in this Contract, such as time-keeping, personnel and payroll support, either dedicated to a particular Location, or with hours distributed to a particular Location and its satellite Locations; and interfacing with Department and County facility administrators.

6.3.4.4 Post Commander(s)

Post Commanders shall have two (2) years security supervisor experience within the last three (3) years, providing supervisory security services equivalent or similar to those of Security Guard Supervisor and/or Watch Supervisor.

6.3.4.5 Watch Supervisor(s)

Watch Supervisors shall have a minimum of (2) years security supervisor experience within the last three (3) years, providing services equivalent to Security Guard Supervisor.

6.3.4.6 Security Guard Supervisor(s)

Security Guard Supervisors shall have a minimum of two (2) years paid unarmed security experience within the last three (3) years.

6.3.4.7 Security Guard(s)

Security Guards shall have one (1) year paid of unarmed security experience within the last three (3) years.

6.3.4.8 Military Service

Military service may be accepted as meeting all or part of the security experience requirements, if security experience is clearly articulated in the candidate's job history.

6.3.5 Bilingual Staffing Plan

Contractor shall establish a bilingual staffing plan that provides bilingual staffing (defined as speaking English and at least one additional language) to meet the needs of each Post as evaluated and required by County.

6.3.6 Site/Post-Specific Orientations and Training

Contractor shall conduct site/post-specific orientation and training to ensure assigned Security Guards, Security Guard Supervisors, Program Managers, and Program Supervisors are familiar with the Location and understand the Post Orders, including General Post Orders and Site-Specific Post Orders, and understand their responsibilities in the Location. Training to be completed is listed on page nine (9) of Attachment 3 - Training Outline of this SOW under Section Three: Elective Courses Required to be Provided Onsite by Contractor On Guard's First Work Day. Eight (8) hours of training is required.

6.3.7 Annual Performance Evaluations

Contractor shall conduct annual performance evaluations for Security Guards, Security Guard Supervisors, Program Managers, and Program Supervisors. A copy of the employee's performance evaluation shall be included in each employee's Training File.

6.4 Contractor-Furnished Items

All Contractor-furnished items in this Paragraph 6.4, including all subparagraphs, shall be provided by the Contractor at Contractor expense and at no cost to Contractor employees or to the County.

6.4.1 Uniforms/Identification Badges

6.4.1.1 Contractor shall ensure that all on-duty Security Guards and Security Guard Supervisors wear complete Department-approved uniforms.

6.4.1.2 Contractor shall provide, at Contractor expense and at no cost to Contractor employee or to the County, all employees providing services under the Contract with a Department-approved uniform. Uniforms shall be tailored for the particular employee. Uniforms shall be the same for all assigned Security Guards and Security Guard Supervisors, unless an exception is required or approved by the County Project Director.

6.4.1.3 Contractor shall obtain written approval for uniform(s) and other related attire from County Project Manager at least ten (10) calendar days prior to commencing work under the Contract.

6.4.1.4 Uniforms shall consist of the following items, unless an exception is required or approved in writing by the Department:

- a) Trouser – Navy or Black;
- b) Shirt/blouse – White or Gray;
- c) Alternate Shirt – Black or White Polo (as requested and approved by County);
- d) Belt – Solid Black, basket weave;
- e) Tie – Solid Black (as needed);
- f) Tie bar – Gold in color (as needed);
- g) Socks – Solid Black or Navy Blue;
- h) Shoes – Solid Black, leather, Military Type (low laced, plain toed oxfords, with smooth finish);
- i) Shoulder patches, as required by California Business and Professions Code 7582.26(f), on both arms of uniform shirt/blouse and jacket;
- j) Rain gear (as needed);
- k) Name Tags;
- l) Jacket, with appropriate shoulder patches, as appropriate to weather conditions – Navy or Black (as needed); and

m) Photo Identification Badge, with name, to be in the immediate possession of employee, and not visibly worn while on duty.

6.4.1.5 Security Guard and Security Guard Supervisor uniforms shall always be clean and neatly pressed.

6.4.1.6 Contractor shall provide, at Contractor expense and at no cost to Contractor employee or to the County, all employees providing services under the Contract with a County-approved photo identification card, listed in sub-paragraph 6.4.1.4(m) above, as noted in sub-paragraph 7.3. - Contractor Staff Identification of the Contract. Contractor identification card is subject to County Project Manager approval and shall contain a graphic of the appropriate badge, Contractor name, and at least the following identifying information and specifications:

1. Recent photograph of the employee (within last five (5) years);
2. Full name of employee, employee number, and title;
3. Card should note: Los Angeles County Department of Health Services Contracted Employee;
4. Signature of employee and approving authority;
5. Height, eye color, and hair color of the employee;
6. The card should be numbered by the issuing employer;
7. The card may contain medical information (e.g. blood type) if that information is supported by competent medical documentation;

8. The card should be approximately 3 ½ inches wide by 2 ½ inches high;
9. The card should indicate the date issued and any expiration date established by the issuing employer; and;
10. The completed card must be laminated securely both front and back.

6.4.1.7 Contractor shall issue a photo identification card, as described above, to each employee before assigning the employee to work in any County Location. Contractor personnel may be asked to leave a County Location by a County representative if they do not have the proper photo identification card on their person.

6.4.1.8 Contractor shall notify County within one (1) Business Day when staff is terminated from providing services under this Contract. Contractor shall retrieve the Contractor photo identification card within the next Business Day after the employee has been terminated or County has revoked clearance.

6.4.2 Security Guard Equipment/Accessories

6.4.2.1 All unarmed Security Guards and Security Guard Supervisors (including relief, as required) shall be equipped by the Contractor, at Contractor expense and at no cost to Contractor employee or to the County, with at least the following equipment/accessories:

- a) Current California Guard Registration Card;
- b) Sam/Sally Browne belt;

- c) One (1) Handcuff case;
- d) One (1) set Handcuffs plus key;
- e) Four (4) keepers;
- f) One (1) Key Snap;
- g) One (1) heavy-duty 3-cell flashlight approved by County, or approved alternate, with batteries;
- h) One (1) radio holder/pouch;
- i) Badge, to be worn on the upper left breast of the uniform;
- j) Side Handle Baton with Baton Ring or Collapsible Side Handle Baton with Baton Ring. Handler, 12", or the ASP (24" or 26") expandable straight stick;
- k) Valid and current permit for Baton, and;
- l) Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in holster).
- m) Personal Protective Equipment (PPE) Pouch

6.4.2.2 Contractor shall be responsible for the maintenance of all Contractor-furnished Security Guard equipment/ accessories.

6.4.3 Materials and Equipment

All materials and equipment shall be provided by the Contractor, at Contractor expense and at no cost to Contractor employee or to the County. The purchase and maintenance of all materials/equipment to provide the required services is the responsibility of Contractor.

Contractor shall ensure all materials and equipment are available and that equipment is clean, well maintained, in good operating condition, neat and professional in appearance, meets manufacturer standards, is safe for the environment, and is safe for use by the employee.

6.4.3.1 Radios

Contractor shall provide hand-held radios, desktop radio(s), batteries, supplies, and maintenance for radios, as follows:

- a) Contractor shall ensure all radios are programmed and available, and that the radio system is operational prior to commencing work under the Contract, and that the radio system is able to operate efficiently and effectively throughout Locations or building and grounds of the Location without interruption and follow all FCC regulations.
- b) Contractor shall provide one (1) hand-held radio for each Contractor personnel, designated Department personnel, and one or more facility administration personnel, as required.
- c) Contractor shall provide a sufficient number of batteries to provide a fully-charged battery and a fully-operational radio for each Security Guard and each Security Guard Supervisor on each shift at Locations designated as requiring twenty-four (24) hour and/or sixteen (16) hour coverage.
- d) Contractor shall provide one (1) desktop radio (dependent on Location and/or SPA) for Department personnel as required by County.

- e) Contractor shall provide one (1) hand-held radio for the designated Department personnel as required.
- f) Contractor shall provide regular maintenance, repair and/or replacement for radio equipment as needed.

6.4.3.2 Electronic Post Confirmation System (if applicable)

Contractor shall utilize a check-in/check-out Electronic Post Confirmation System, in addition to actual hard copy sign-in/sign-out sheets, for Security Guard(s) and Security Guard Supervisor(s) assigned to work at all Locations. The Electronic Post Confirmation System shall have the ability to generate a report that shows check in/out times and hours worked. The report shall be used to generate monthly invoices to be submitted to County along with hard copy sign-in/sign-out sheets. Contractor shall provide and maintain such Electronic Post Confirmation System at no cost to County.

6.4.4 Vehicles

All vehicles shall be provided by the Contractor, at Contractor expense and at no cost to Contractor employee or to the County.

6.4.4.1 Contractor shall provide vehicles for Contractor's relief personnel and Security Guard Supervisors to enable them to provide relief, make their rounds of inspections, conduct random site visits, and fulfill relief and supervisory responsibilities at the different Locations.

6.4.4.2 Contractor may provide vehicles to Security Guard personnel to use vehicles to perform their assigned duties.

6.4.3.3 Contractor vehicles shall be clearly identified, and must be well maintained and kept clean at all times.

6.4.4.4 Contractor provided vehicles shall be as follows:

- a) Less than five (5) years old;
- b) In good condition/repair with no visible damages;
- c) Properly marked with company name and logo;
- d) Suitable for parking lot patrol;
- e) Shall have yellow light bar affixed to roof;
- f) Shall have the following items:
 - 1) First aid kit;
 - 2) 5 lb. ABC type fire extinguisher;
 - 3) Hand-held or vehicle spotlight;
 - 4) Traffic cones;
 - 5) Flares;
 - 6) Yellow scene management (banner guard type) tape.
- g) Tires shall be in good condition at all times.

6.4.4.5 Contractor shall maintain and provide, upon request by County, a current vehicle list, including description, license plate numbers, and vehicle identification numbers of all Contractor owned vehicles used by Security Guards and Security Guard Supervisors providing services under the

Contract. All vehicles must be in safe operating condition in compliance with all California Vehicle Code regulations.

6.4.4.6 County may conduct periodic inspections of all Contractor vehicles used to provide services under the Contract.

6.4.4.7 Parking Fees

Contractor shall be responsible for making parking arrangements and paying parking fees for Contractor employees assigned to work at any Location without public parking. County will not make any special parking arrangements for Contractor personnel.

6.5 Security Guard and Security Guard Supervisor Training Requirements

6.5.1 A detailed outline of all required training is provided in the Attachment 3 - Training Outline of this SOW (also referenced in this Paragraph 6.5 - Security Guard and Security Guard Supervisor Training Requirements and in Paragraph 5.2 - Security Guard Licensure, Registration and Certification, and Training of this SOW). Any required certifications must be validated and documented on employee training records, as specified in Paragraph 8.8 - Security Guard and Security Guard Supervisor Training Program Reports of this SOW.

6.5.1.1 Except as otherwise specified in this Paragraph 6.5 - Security Guard and Security Guard Supervisor Training Requirements, in Paragraph 5.2 - Security Guard Licensure, Registration and Certification, and Training of this SOW, and in Attachment 3 - Training Outline of this SOW, Contractor shall be responsible for the training of its Security Guards and Security Guard Supervisors, and must bear all such expenses.

- 6.5.1.2 County may audit Contractor's training classes and/or inspect employee training records at County Project Manager's discretion.
- 6.5.1.3 Contractor shall submit to County Project Manager, ten (10) Business Days prior to commencing work under the Contract, a report of the training courses completed by Security Guards and Security Guard Supervisors assigned to provide services under the Contract. This report shall include a roster of Security Guards and Security Guard Supervisors and each training course attended, as well as a schedule of ongoing training and future training requirements for employees as specified in Section 8.0 - Reporting Requirements of this SOW.
- 6.5.1.4 Training of Security Guards and Security Guard Supervisors for weapon screen/magnetometer shall be provided by County or Contractor, as required, on County property.

6.5.2 Training

- 6.5.2.1 Contractor shall ensure the provision of required training for all Security Guards and Security Guard Supervisors, as required by sections 7581, 7583.6, and 7583.7 of the California Business and Professions Code, pursuant to the requirements of the California Department of Consumer Affairs (DCA) BSIS, the needs of the Department, and any specific requirements of the assignment, including onsite, specialized, annual and/or continuing education Contractor-provided and/or County-provided training, as specified in Attachment 3 - Training Outline of this SOW.

6.5.2.2 Contractor shall ensure that Security Guards and Security Guard Supervisors understand their roles and responsibilities under the Contract to (1) intervene to prevent injurious acts to persons and property, (2) provide a uniformed presence as a deterrent to crime, (3) know the content and Location of Post Orders, (4) understand their role and responsibilities at the specific Location, and (5) provide a professional and courteous demeanor to County clients, employees, and other Security Guards and Security Guard Supervisors.

6.5.2.3 Contractor shall work closely with the Department during the term of the Contract to ensure the Contractor training plan, as required in Paragraph 6.5 - Security Guard and Security Guard Supervisor Training Requirements of this SOW, meets or exceeds training requirements set forth herein.

6.5.2.4 For each course, or series of courses, the institution or company providing the training shall issue a certificate of completion to the Security Guard or Security Guard Supervisor. It is the responsibility of Contractor to ensure certificates of completion are maintained in the Training File of each Security Guard and Security Guard Supervisor, as required in sub-paragraph 8.8.3 - Security Guard and Security Guard Supervisor Training File of this SOW.

6.5.2.5 Training Course Requirements

Training requirements are set forth in Attachment 3 - Training Outline of this SOW. Training required under the Contract includes, but is not limited to, (1) Skills Training Course for Security Guards, provided by the Contractor to meet State and County requirements, (2) onsite training

provided by Contractor on Security personnel's first day of work to orient Security Guard or Security Guard Supervisor to the assigned Location, Post, equipment, and/or procedures, (3) County-provided training to meet the regulatory requirements and/or policies of the specific Location or Post, (4) Specialized County-provided training when required by the particular Location, and (5) annual County and/or Contractor-provided continuing education, supported by the Contractor's evaluation of licensed Security Guard's or Security Guard Supervisor's skills and based on the requirements of the site and/or regulatory or license requirements.

6.5.3 Contractor shall ensure all Security Guards and Security Guard Supervisors are trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked by the user daily for safety. All Security Guards and Security Guard Supervisors shall be provided with, and trained in the use of, safety and protective equipment by Contractor according to OSHA standards.

6.5.4 Weapon Screening, Magnetometer, and X-ray Machine Training

6.5.4.1 Contractor shall provide weapon screening, magnetometer, and X-ray machine training to Security Guards and Security Guard Supervisors located at Locations having such equipment. Such training must be provided at the time Security Guard and Security Guard Supervisors are assigned to the Post.

6.5.4.2 Contractor shall provide a training certificate which certifies that Security Guard and Security Guard Supervisors are competent in equipment use, as set forth on page nine (9) of

Attachment 3 - Training Outline of this SOW, under Section Three: Elective Courses Required to be Provided Onsite by Contractor On Guard's First Work Day.

6.5.5 Quarterly Customer Service Training

- 6.5.5.1 Every three (3) months, Contractor shall provide one (1) hour of Customer Service Training instruction to all assigned Security Guard and Security Guard Supervisor personnel.
- 6.5.5.2 Quarterly Customer Service Training shall include topics set forth on page seven (7) of Attachment 3 - Training Outline of this SOW under Section Two: Mandatory and Elective Courses Required Prior to Administrative File Submission to County, Paragraph A, Public Relations - Community and Customer (Mandatory). 6.5.7.3 Contractor shall provide customer service training, repeated quarterly, to all assigned Security Guard and Security Guard Supervisor personnel. Contractor shall ensure Security Guard and Security Guard Supervisor personnel continuously display courtesy, cultural sensitivity, good manners, and a professional and respectful demeanor. These courses are mandatory in addition to the continuing education courses specified on page eleven (11) of Attachment 3 - Training Outline of this SOW under Section Five: Annual and/or Continuing Education Training.

6.6 Contractor Office

Contractor shall maintain an office, within the County of Los Angeles, with a telephone in Contractor's name, where Contractor conducts business, to facilitate County contract monitoring. The office shall be staffed during the hours of 6:00 a.m. to 6:00 p.m., seven (7) days a week, by at least one (1) employee who can respond to inquiries by and complaints from County which may be received

regarding Contractor performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. Contractor shall answer calls received by the answering service within one (1) hour of receipt of the call. Contractor may be required to maintain an additional "on-site" office at particular Locations, with space provided by County, based on the needs of the Locations.

6.7 Contractor Business Continuity Plan (BCP) - Emergency Response

6.7.1 In compliance with County Chief Executive Office, Emergency Management guidelines, County requires that Contractor submit a Business Continuity Plan (BCP) for each Location.

6.7.2 The Department is responsible for providing security for many essential County programs and services. Contractor's BCP is used for service restoration in the event of an emergency. In order to ensure uninterrupted services for essential County programs, Contractor shall:

1. Prepare a BCP for each Location within thirty (30) calendar days of commencement of the Contract and submit to County Project Director and County Project Manager, for approval.
2. Conduct emergency response drills at a minimum of one (1) time per year, at each Location where services are provided. Emergency drills are to be conducted in cooperation with Department personnel and/or local emergency responders and Location administration personnel. Contractor shall document and report the results of these emergency response drills to County Project Manager.
3. Conduct a table top (scenario) BCP exercise, for each Location where services are provided, at a minimum of one (1) time per year. The table top exercise shall ensure that information in BCP is complete and accurate and that Security Guards and Security

Guard Supervisors know their responsibilities in an emergency. Results of table top (scenario) exercises are to be documented and reported to County Project Director and County Project Manager. The report shall include, but is not limited to, an overview of the exercise conducted, name and position of participant(s), nature of any deficiencies, a corrective action plan, and the timeframe to correct deficiencies. Contractor shall ensure all information included in BCP is accurate and complete.

4. Update the BCP, including employee contact information, on an ongoing basis to ensure information contained in BCP is complete and accurate, and provide an updated copy to the County Project Manager. All BCPs are incorporated herein by this reference.

6.7.3 Failure to comply with the requirements of this Paragraph 6.7 - Contractor Business Continuity Plan – Emergency Response may result in a County-imposed assessment of one thousand dollars (\$1,000) per occurrence against Contractor and, if non-compliance persists, termination or suspension of Contract, as specified in Attachment 5 - Performance Requirements Summary (PRS) of this SOW.

7.0 CONTRACTOR WORK REQUIREMENTS

7.1 Security Guard and Security Guard Supervisor General Requirements and Qualifications

7.1.1 Security Guards and Security Guard Supervisors shall possess basic writing skills and computer knowledge for note-taking and completing report forms, the ability to write and speak in English, the ability to work with the public and with County employees, and the ability to accept responsibility and work independently.

- 7.1.2 Security Guards and Security Guard Supervisors shall have satisfactorily completed California DCA, BSIS, and County training requirements as required in this SOW and otherwise.
- 7.1.3 Security Guards and Security Guard Supervisors must be at least eighteen (18) years of age to provide services under the Contract.
- 7.1.4 Security Guards and Security Guard Supervisors shall have a working knowledge of pertinent California Penal Code sections (i.e., power of arrest and search and seizure).
- 7.1.5 Security Guards and Security Guard Supervisors shall keep current and have the proper and current certificates and licenses required to perform the services under the Contract, including but not limited to those specified in sub-paragraph 6.3.3 - Administrative File of this SOW.
- 7.1.6 Security Guards and Security Guard Supervisors shall be in good physical condition and shall be able to carry out all work requirements specified in the Contract. This may require, at County's discretion, that Contractor send Security Guards or Security Guard Supervisors for a fitness for duty exam upon County's request.
- 7.1.7 When starting work at a Location that is new to the Security Guard or Security Guard Supervisor, the Security Guard or Security Guard Supervisor must receive site-specific training, provided by County and/or Security Guard Supervisors, as the case may be, prior to or after beginning work under the Contract, as stated in Site-Specific Post Orders developed and provided by the Department (as described in sub-paragraph 5.1.5.1 - Post Orders of this SOW).
- 7.1.8 Security Guards and Security Guard Supervisors shall provide additional services, such as building and parking security services, as determined by County and as stated in Site-Specific Post Orders provided by the

Department (as described in sub-paragraph 5.1.5.1 - Post Orders of this SOW).

7.2 General Performance Requirements

Security Guards and Security Guard Supervisors are required to perform the following general performance work requirements:

- 7.2.1 Security Guards and Security Guard Supervisors shall not eat, read, or use personal radios, cellular telephones, televisions, any kind of electronic entertainment devices, Compact Disc players, or tape players at their Posts at any time.
- 7.2.2 Security Guards and Security Guard Supervisors shall be punctual, remain awake, alert, and attentive during their shifts, without exception.
- 7.2.3 Security Guards and Security Guard Supervisors shall report to work attired in full uniform as specified in sub-paragraph 6.4.1 - Uniforms/ Identification Badges of this SOW with all required equipment/accessories as specified in sub-paragraph 6.4.2 - Security Guard Equipment/Accessories with all materials and equipment as specified in sub-paragraph 6.4.3 - Materials and Equipment of this SOW.
- 7.2.4 Security Guards and Security Guard Supervisors shall not remove or borrow items owned by County employees. Such items include, but are not limited to, radios, heaters, fans, etc.
- 7.2.5 Contractor is responsible for filling assigned Posts at all times according to the schedule set forth in Attachment 2 - Minimum Staffing Plan by SPA of this SOW. Security Guards and Security Guard Supervisors shall not leave their assigned Posts until properly relieved. Contractor shall be responsible for payment of relief staff. County will not incur additional cost for any relief staff.

- 7.2.6 Security Guards and Security Guard Supervisors shall not use any County telephones except for the purpose of making or receiving calls to or from their supervisors, emergency contacts, or County representatives.
- 7.2.7 Security Guards and Security Guard Supervisors shall present a businesslike demeanor at all times. Excessive socializing with the public, County employees, or other Security Guards and Security Guard Supervisors during working hours is prohibited.
- 7.2.8 Security Guards and Security Guard Supervisors shall maintain their Post desk in a neat and presentable manner.
- 7.2.9 Security Guards and Security Guard Supervisors shall have a good working knowledge of self-defense and lawful public restraint procedures.
- 7.2.10 Security Guards and Security Guard Supervisors shall react quickly and take command of emergent security incidents and use sound judgment and discretion in handling unruly members of the public.
- 7.2.11 Security Guards and Security Guard Supervisors, and other Contractor employees shall not bring visitors, firearms, or contraband into Locations.
- 7.2.12 Security Guards and Security Guard Supervisors shall follow all Federal, State and local laws that apply to the provision of security guard services, particularly those dealing with arrest, licensing, training, and certifications as set forth in California Penal Code sections 830.1 through 854 and with all Department rules and regulations.

7.3 Security Guard Duties, Restrictions, and Obligations

Security Guard duties shall include, but shall not be limited to, the following duties:

- 7.3.1 Sign-in and sign-out each day using both an Electronic Post Confirmation System and a hard copy Security Guard Sign In/Out Sheet, provided by the Contractor and located at each Post. Guards shall report to work on time and hold over on assigned duties until relieved.
- 7.3.2 Operate weapon screening equipment, including x-ray machine and magnetometers, both screen-operated and hand-held, if required.
- 7.3.3 Cover an assignment at a fixed Post or patrol an area or Location for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to other individuals or to property.
- 7.3.4 Detain individuals for further investigation or arrest when circumstances and conditions warrant such action.
- 7.3.5 Intervene when necessary to prevent injurious acts to persons or property, conduct searches, as required, for firearms and contraband, and provide details on individuals for investigations, detention, or arrest.
- 7.3.6 Visually screen packages and parcels carried in and out of a Location to secure against theft and prepare written records of contents. Ensure transmittal forms contain authorized signature to accompany materials and items being removed from the Location.
- 7.3.7 Investigate questionable acts or behavior observed or reported on County property, and question witnesses and suspects to ascertain or verify facts.
- 7.3.8 Answer questions and provide escort services as duties permit, to members of the public or County employees.
- 7.3.9 Monitor the security of safes and secure areas within each Location where equipment or items of value are stored.

- 7.3.10 Lock and unlock gates and doors as directed in Post Orders or by Facility Administrator.
- 7.3.11 Turn off and/or dim lights, and close window coverings at a Location as directed in General Post Orders, Site-Specific Post Orders, or by Facility Administrator.
- 7.3.12 Ensure that only authorized personnel are permitted access to closed or restricted Locations or areas, and detain unidentified or unauthorized individuals. Visually inspect all persons, including County employees, for proper identification and require such individuals to sign in and sign out of a Location, as required in General Post Orders, Site-Specific Post Orders or by Facility Administrator.
- 7.3.13 Raise and lower flags at designated times according to General Post Orders, Site-Specific Post Orders, or as directed by Facility Administrator.
- 7.3.14 Respond to reports of ill or injured visitors, patrons, or employees; render first aid and notify local law enforcement and/or Department personnel or Location administrator, as soon as practicably feasible if further assistance is necessary or desirable.
- 7.3.15 Relay reports of bomb threats immediately to local law enforcement, and/or Department personnel, or Location administrator; participate in bomb searches organized by County Project Director or other law enforcement agency personnel.
- 7.3.16 Respond to scene of locally-activated fire, burglary, or other alarms, evaluate the situation, and take appropriate action.
- 7.3.17 Monitor building alarm systems and electronic surveillance equipment, such as closed circuit television (CCTV) monitors, in buildings, halls, or parking lots, as required in General Post Orders, Site-Specific Post Orders, or as directed by Facility Administrator.

- 7.3.18 Receive additional training in the use of County and/or Contractor-provided radio equipment, including knowledge of all appropriate codes, and ensure that such equipment is properly used, stored and maintained as required by Location. County radios are provided only when Security Guards need to be in contact with the County Project Director and County Project Manager. Contractor is required to provide all radios for Security Guards and at least one radio for each Facility Administrator as specified in sub-paragraph 6.4.3.1 - Radios of this SOW.
- 7.3.19 Conduct regular patrols of Locations, utilizing Contractor-issued motor vehicles, as required in General Post Orders, Site-Specific Post Orders, or as directed by Facility Administrator.
- 7.3.20 Possess knowledge of the following:
- a) Working knowledge of assigned Location;
 - b) Procedures for reporting and/or correcting hazardous conditions. Report safety hazards, malfunctioning equipment, liquid spills, and other such matters to the appropriate Department personnel and/or Location administrator and/or emergency agency.
- 7.3.21 Monitor parking as directed in General Post Orders, Site-Specific Post Orders, or as directed by Facility Administrator.
- 7.3.22 Properly maintain and handle batons (Security Guards and Security Guard Supervisors only).
- a) Security Guards shall not store baton, or Sam/Sally Browne belt at any Location where services under the Contract are being provided, unless specifically authorized, in writing, by County Project Director.
 - b) Security Guards shall not remove batons, Sam/Sally Browne belts from their persons or leave such items unattended at any Location, unless

under extreme emergency or in a life threatening situation, or unless specifically authorized, in writing, by County Project Director.

- c) Batons shall not be utilized as a measure of threat or intimidation, but shall be used only in life threatening or restraint situations.
- d) Security Guards shall not carry on their person nor store any firearms or firearm accessory at any Location where services under the Contract are being provided.
- e) In the event of an incident involving serious misuse of authority by Security Guard or any Contractor employees, County Project Manager may proceed with and conduct an administrative investigation. Contractor shall fully cooperate with County in such situation, including, but not limited to, submitting documentation requested by County Project Manager, and allowing Contractor employees to be interviewed at a Location designated by County Project Manager.
- f) Contractor shall maintain accessories in good working condition.

7.4 Security Guard Supervisor Duties

Security Guard Supervisor duties shall include, but shall not be limited to, the following duties:

- 7.4.1 Provide direction and instruction to Post and/or patrolling Security Guards by making daily rounds of assigned Locations and monitoring Security Guards' performance under this Contract.
- 7.4.2 Explain post procedures which are outlined in General Post Orders and Site-Specific Post Orders to assigned Security Guards.

- 7.4.3 Immediately respond to on-site emergencies, providing support as needed.
- 7.4.4 Provide training to Security Guards under his/her supervision and ensure that each Security Guard fully understands the duties and services to be provided under this Contract, prior to Security Guard starting work as set forth throughout the Contract.
- 7.4.5 Be available for inspections from County Project Director, County Project Manager, County Contract Monitors and other DHS personnel.
- 7.4.6 Be available to the Security Guards under his/her supervision at all times during the assigned shift.
- 7.4.7 Provide technical and administrative advice to Security Guards as appropriate.
- 7.4.8 Ensure that assigned Security Guard coverage is appropriate and adequate to meet County requirements.
- 7.4.9 Inform subordinates of any deviations from acceptable practices and procedures, instruct Security Guards on the proper methods and procedures, and explain conditions in which deviations are permissible.
- 7.4.10 Respond to requests from Security Guards for assistance.
- 7.4.11 Have a thorough knowledge of radio usage and codes, and train Security Guards in these areas.
- 7.4.12 Conduct investigations of incidents and prepare a written memorandum or SIR as appropriate.
- 7.4.13 Drive a Contractor-provided motor vehicle to the different assigned Locations.

7.4.14 Sign-in and sign-out at visited Locations. A Security Guard Supervisor shall sign in/out using both the Electronic Post Confirmation System and the hard copy sign-in/ sign-out sheet, provided by the Contractor, to record each Location visited.

7.4.15 Provide relief for Security Guard breaks and meals as required.

7.5 Post Commander Duties

Post Commander duties shall include, but shall not be limited to, the following duties:

7.5.1 Provide direction and instruction to Post and/or patrolling Security Guard Supervisors by making daily rounds of assigned Location(s) and monitoring Security Guard Supervisors' performance under this Contract.

7.5.2 Explain post procedures which are outlined in General Post Orders and Site-Specific Post Orders to assigned Security Guard Supervisors.

7.5.3 Immediately respond to on-site emergencies, providing support as needed.

7.5.4 Provide training to Security Guard Supervisors under his/her supervision and ensure that each Security Guard Supervisor fully understands the duties and services to be provided under this Contract, prior to Security Guard Supervisor starting work as set forth throughout the Contract.

7.5.5 Be available for inspections from County Contract Monitors and other DHS personnel.

7.5.6 Be available to the Security Guard Supervisors under his/her supervision at all times during the assigned shift.

7.5.7 Provide technical and administrative advice to Security Guard Supervisors as appropriate.

- 7.5.8 Ensure that assigned Security Guard Supervisor coverage is appropriate and adequate to meet County requirements.
- 7.5.9 Inform subordinates of any deviations from acceptable practices and procedures, instruct Security Guard Supervisors on the proper methods and procedures, and explain conditions in which deviations are permissible.
- 7.5.10 Respond to requests from Security Guard Supervisors for assistance.
- 7.5.11 Have a thorough knowledge of radio usage and codes, and train Security Guard Supervisors in these areas.
- 7.5.12 Conduct investigations of incidents and prepare a written memorandum or SIR as appropriate.
- 7.5.13 Drive a Contractor-provided motor vehicle to the different assigned Locations as required.
- 7.5.14 Sign-in and sign-out at assigned Locations. A Post Commander shall sign in/out using both the Electronic Post Confirmation System and the hard copy sign-in/ sign-out sheet, provided by the Contractor, to record each Location visited.
- 7.5.15 Ensure all security and safety equipment is accounted for and maintained in good working order.
- 7.5.16 Conduct Security Guard and Security Guard Supervisor inspections and appraisals.
- 7.5.17 Ensure newly hired and/or newly assigned Security Guards and Security Guard Supervisors are trained appropriately and all related documentation is completed.

7.5.18 Act as liaison for security company, County Project Director and Facility; providing accurate, timely, and responsive verbal and written communications, and attending all safety-related meetings, as required.

7.6 Watch Supervisor Duties

Watch Supervisor duties shall include, but are not limited to, the following duties:

7.6.1 Direct Security Guards and Security Guard Supervisors during an assigned shift at a Location.

7.6.2 Ensure that the watch operates with integrity, providing a safe and secure environment in which all County requirements are met.

7.6.3 Ensure all Posts are filled and Security Guards and Security Guard Supervisors report to their assigned Posts at the start of the shift on time and Posts remain filled throughout the shift.

7.6.4 Assume responsibility in an emergent situation, establishing incident command, and reporting to the Facility Administrator as soon as the situation allows and it is safe to do so.

7.6.5 Maintain an accurate and timely log throughout the shift. Prepare reports as required in the General Post Orders and/or Site-Specific Post Orders.

7.6.6 Prepare Security Incident Reports and make notifications, as required, for any security incidents that occur during the shift.

7.6.7 Provide information to the next shift, verbally and/or in writing, for all reportable information as required by the General Post Orders and Site Specific Post Orders for the Location.

8.0 REPORTING REQUIREMENTS

Contractor and/or Contractor employees shall prepare, submit, and maintain documents and reports pursuant to the Contract, including this SOW. Contractor shall submit documents at the frequency specified in the Contract, including this SOW.

8.1 Invoices

Contractor shall furnish to County, in a timely manner, true, accurate, and complete Monthly Invoice(s), with all necessary supporting documentation, as set forth in sub-paragraph 5.5 - Invoices and Payments of the Contract.

8.2 Quality Control Plan

Contractor shall maintain, update as necessary and provide to County Project Manager, immediately upon request, a detailed Quality Control Plan as specified in Section 3.0 - Quality Control of this SOW.

8.3 Monthly Inspection Report

A Monthly Inspection Report (MIR) is to be completed by the tenth (10th) calendar day of each month for each Location for which services were provided, according to Attachment 2 - Minimum Staffing Plan by SPA of this SOW, which shall provide full details on all services provided, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action shall be provided. A complete record of all MIRs conducted by Contractor shall be made available upon request by County. Contractor shall maintain all MIR records and reports for five (5) years following termination of the Contract.

8.4 Recruitment Plan

Contractor shall inform County of how they intend to recruit and maintain a pool of additional personnel (as described in sub-paragraph 6.3.1 of this SOW) to

provide services under the Contract by providing to County Project Manager a detailed recruitment plan at least ten (10) calendar days prior to commencing work under the Contract and make changes as recommended by County.

8.5 Procedural Manual

Contractor shall develop and provide a procedural manual describing how Contractor will inform their employees of procedural changes made by County or other entity to its employees, at least ten (10) Business Days prior to commencing work under the Contract.

8.6 Background Investigation Clearance Report

Contractor shall forward a Background Investigation Clearance Report to County Project Manager by the tenth (10th) calendar day of each month. The Background Investigation Clearance Report shall include employee name, Location, guard registration card number (if applicable), and date background cleared by County.

8.7 Complaint Investigation Procedures

Within ten (10) Business Days prior to commencing work under the Contract, Contractor shall develop, maintain, and follow procedures for receiving, investigating and responding to complaints by Security Guards, Security Guard Supervisors, members of the public, and/or County personnel as set forth in subparagraph 8.5 - Complaints of the Contract.

8.8 Security Guard and Security Guard Supervisor Training Program Reports

8.8.1 Training Tracker, Training Compliance Report, and Notification of Required County Training

- a) Contractor shall ensure that all Security Guard and Security Guard Supervisors remain current in all required training and certifications, including required updates provided by County.

- b) Contractor shall establish a method of tracking all required certificates, training, and training updates needed to maintain compliance with this Contract.
- c) Contractor shall provide a Training Compliance Report at the time of the quarterly performance evaluation meetings, or as requested by County Project Manager.
- d) Contractor shall request annual County-required training, as specified in sub-paragraph 6.5.2.1 of this SOW, by providing a Notification of Required County Training to County Project Manager at least sixty (60) calendar days prior to the date annual training is needed, to allow time for coordination and scheduling of the necessary training with County providers. The content of County and Contractor training plans are subject to change at the sole discretion of County.
- e) A Training Compliance Report shall be kept in each employee's Training File and shall include:
 - 1. Name of Security Guard or Security Guard Supervisor;
 - 2. Title of training;
 - 3. Date completed;
 - 4. Number of hours;
 - 5. Certificate of completion received;
 - 6. Future training and date needed.

8.8.2 In-Service Training Report

Contractor shall provide a monthly report of all in-service training (training received while providing services at a Location) to County Project Manager by the tenth (10th) calendar day of the following month in which training was completed. Report shall be in spreadsheet format and include the following: Location name, guard last name, guard first name, guard card number, date of training, name of in-service training, type of training (computer, class, handout, demonstration), brief description of training, and attach course description if available.

8.8.3 Security Guard and Security Guard Supervisor Training File

8.8.3.1 Contractor shall be responsible for maintaining a Training File for each employee assigned to provide services under the Contract. The Training File shall contain copies of: completed Contractor background investigation records; records of training received from Contractor or County with dated certificates of completion; current cards, licenses, and certifications; a brief biological sketch of the employee; and any additional information as required by County. The Training File shall be kept by Contractor, updated with current information on an on-going basis, and made available for inspection upon request by County, state, or federal representatives. On-site storage and retrieval of Security Guard and Security Guard Supervisor Training Files may be required, based on the needs of the Location where services are performed.

8.8.3.2 The Training File shall include, but shall not be limited to, the following current certifications and information:

- a) Annual Performance Evaluations as required in subparagraph 6.3.7 - Annual Performance Evaluations of this SOW;
- b) Current Cardiopulmonary Resuscitation Certificate (CPR) Card for Adult, Child and Infant, issued by American Red Cross or equivalent provider;
- c) Current First Aid Certificate for Adult, Child and Infant, issued by American Red Cross or equivalent provider;
- d) Current Guard Registration Card issued by the California Department of Consumer Affairs (DCA), Bureau of Security and Investigative Services (BSIS);
- e) Current permit for baton pursuant to Section 12002 of the California Penal Code;
- f) Current POST certification in the use of baton;
- g) Current permit to carry ten percent (10%) solution of oleoresin capsicum (pepper spray).
- h) Valid California Class "C" Driver's License and/or Identification Card (Driver's License only if required by position);
- i) Record of Radio Procedures Training;
- j) Record of crisis intervention techniques training (if required); and
- k) Record of training as specified in Attachment 3 - Training Outline and Paragraph 6.5 - Security Guard

and Security Guard Supervisor Training Requirements of this SOW; and

- l) Record of The Joint Commission (TJC) compliance requirement training (if required); and
- m) Record of Location-specific employee training.

8.9 Notification of Infectious Potential

8.9.1 Contractor shall immediately notify the County Project Manager of any Security Guard or Security Guard Supervisor reporting contact with, or evidencing signs or symptoms indicating the presence of, an infectious disease. Any Security Guard or Security Guard Supervisor determined to have infectious potential shall be removed from his/her Post until it has been determined that the individual is no longer infectious as evidenced by a doctor's note.

8.9.2 County may provide, without incurring liability, referrals to Contractor and its Security Guards and Security Guard Supervisors with respect to health examinations, vaccinations, or other medical treatment which may be necessitated as a result of infection potential notification.

8.9.3 Contractor shall, utilizing available public information, make its employees aware of recommended vaccinations for diseases that can be prevented by vaccination.

8.10 Security Guard and Security Guard Supervisor Medical Records

To the extent expressly authorized by law, Security Guard, Security Guard Supervisor Program Manager, and Program Supervisor medical records shall be maintained and made available for review upon the request of appropriate County personnel, local, or State health officials. The County Department of Health Services and Department of Public Health may need to access the medical

records in the event of a TJC review and/or medical outbreak. On-site storage and retrieval of some Security Guard, Security Guard Supervisor, Program Manager, and Program Supervisor medical records may be required, based on the needs of the Location where services are to be performed.

8.11 Illness and Injury Prevention Program

Contractor shall provide County Project Manager with a copy of Contractor's CAL/OSHA-compliant Illness and Injury Prevention Program (IIPP) prior to commencement of services under the Contract.

8.12 Daily/Weekly Reporting Documents

Contractor shall maintain Security Guard and Security Guard Supervisor Sign In/Out Sheets, and Daily Activity Reports (DAR) at each Location where services are provided. The completed Sign In/Out Sheets shall be submitted with monthly invoices to County Project Manager, or designee, for review. Records shall include, but may not be limited to:

8.12.1 Security Guard Sign In/Out

Security Guards must sign in upon arrival at Post and sign out at the end of each shift using both an Electronic Post Confirmation System and a hard copy Security Guard Sign In/Out Sheet.

8.12.2 Security Guard Supervisor Sign In/Out Sheet

Security Guard Supervisors shall sign in and out at each Location when making their rounds using both an Electronic Post Confirmation System and a hard copy Security Guard Supervisor Sign In/Out Sheet.

8.12.3 Security Guard Daily Activity Report (DAR)

Security Guards shall note the time and briefly describe events that have taken place each day, such as theft, fire, unauthorized entry to secured

area, property damage, bodily injury, etc. DAR shall be completed at the end of each shift and available for inspection at the beginning of the next shift.

8.12.4 Security Guard Supervisor Daily Activity Report (DAR)

Security Guard Supervisors shall, while conducting patrol in Contractor-furnished motor vehicles, note their starting and ending mileage when making the rounds, Locations visited, guards inspected, training completed, relief given for breaks or meal periods, records reviewed, Department personnel encountered, County Services Bureau Contract Monitors contacted, and any Contract Discrepancy Report follow-up completed. DAR notations are to be made following each Location visit. DAR shall be completed at the end of each shift and available for inspection at the beginning of the next shift.

8.13 Security Incident Report (SIR)

8.13.1 Security Guards and Security Guard Supervisors shall report any lost, theft, or misuse or any Contractor-owned or County-owned equipment immediately to Contractor Project Manager by phone or email. Preliminary notification is to be followed by written memorandum or a Security Incident Report (SIR) by the end of shift. Written documentation shall include: report date, date, time, and Location where item became lost or was stolen, description of missing item, serial number (if applicable), Contractor and County employees assigned to Post. Contractor Project Manager will notify and provide written documentation to County Project Manager, as specified in Section 8.0 - Reporting Requirements of this SOW.

8.13.2 Security Guards and Security Guard Supervisor shall report the loss, theft, or misuse of any weapon, baton, or Sam/Sally Browne belt, immediately to the Contractor Project Manager. A written memorandum

or a SIR shall be submitted to the County Project Manager describing the missing item, serial number, date of incident and name of employee assigned to Location.

- 8.13.3 Security Guards or Security Guard Supervisors shall immediately report to County Project Manager any incidents requiring fire, law enforcement, health authorities and/or Facility Administrator response; on any incidents involving: arrest/detention of member of the public or County employee, assault, force used by security guard, act or threat of physical violence, attempted suicide, bomb threat, death at the Location, shooting, natural or manmade disaster, incident involving a restraining order, evacuation or partial evacuation, visit by regulatory authorities such as CAL-OSHA, TJC, fire, theft, flood, hazardous materials, hostage or barricade, mechanical or power failure, discharge of firearms, bodily injury, allegation of sexual harassment or contact by administrator involving Security Guard. Security Guards or Security Guard Supervisors shall immediately follow up on these incidents by preparing a written memorandum or a SIR. Written documentation shall describe the incidents in detail, and be submitted to the County Project Manager before the end of the shift, or if incidents occur after hours, the next morning.
- 8.13.4 Report all incidents of an emergent nature that may involve potential property damage or personal injury to Security Guard Supervisor. Security Guard Supervisor shall report the incidents to County Facility Administrator, as outlined in Post Orders:
- a) Immediately request appropriate emergency aid.
 - b) Notify Contractor Project Manager as soon as practicably feasible.
 - c) Prepare a written memorandum or SIR, as required, and submit to Contractor Project Manager by the end of the shift or if incidents occur after hours, the next morning.

**SOW ATTACHMENT 1
LOCATIONS / ADDRESSES
UNARMED SECURITY GUARD SERVICES
ALL SERVICE PLANNING AREAS**

The County of Los Angeles operates numerous facilities, hospitals, and clinics within eight (8) Service Planning Areas in Los Angeles County. These locations offer a wide range of services to the public who reside in all areas of the County.

LOC	CODE	FACILITY NAME	STREET ADDRESS	CITY	STATE	ZIP	SP	AREA	INVOICE ADDRESS
1	DHS	HIGH DESERT REGIONAL HEALTH CENTER	335 EAST AVENUE I	LANCASTER	CA	93534	1	ANTELOPE VALLEY	Erick Lopez, Finance Manager Ambulatory Care Network 350 S. Figueroa Street, Suite 990 Los Angeles, CA 90071
2	DHS	HIGH DESERT HEALTH SYSTEMS	44900 NORTH 60TH STREET WEST	LANCASTER	CA	93536	1	ANTELOPE VALLEY	
3	DHS	LAKE LA CARE CENTER	16921 EAST AVENUE O, SPACE G	LAKE LOS ANGELES	CA	93535	1	ANTELOPE VALLEY	
4	DHS	LITTLE ROCK CARE CENTER	8201 PEARBLOSSOM HIGHWAY	LITTLE ROCK	CA	93543	1	ANTELOPE VALLEY	
5	DHS	SOUTH VALLEY MEDICAL CENTER	38350 40TH STREET EAST	PALMDALE	CA	93550	1	ANTELOPE VALLEY	
6	DHS	ANTELOPE VALLEY HEALTH CENTER	335-B EAST AVENUE K-6	PALMDALE	CA	93526	1	ANTELOPE VALLEY	
		DHS		6 CITIES			SPA 1	ANTELOPE VALLEY	

**SOW ATTACHMENT 1
LOCATIONS / ADDRESSES
UNARMED SECURITY GUARD SERVICES
ALL SERVICE PLANNING AREAS**

LOC	CODE	FACILITY NAME	STREET ADDRESS	CITY	STATE	ZIP	SPA	AREA	INVOICE ADDRESS
7	DHS	OLIVE VIEW UCLA MEDICAL CENTER	14445 OLIVE VIEW DRIVE	SYLMAR	CA	91342	2	SAN FERNANDO	Olive View-UCLA Medical Center Expenditure Management - Trailer Q Sylmar, CA 91342 Attention: Rafael Salazar
8	DHS	MID VALLEY	7515 VAN NUYS BOULEVARD	VAN NUYS	CA	91405	2	SAN FERNANDO	Erick Lopez, Finance Manager Ambulatory Care Network 350 S. Figueroa Street, Suite 990 Los Angeles, CA 90071
9	DHS	SAN FERNANDO HEALTH CENTER	1212 PICO BOULEVARD	SAN FERNANDO	CA	91346	2	SAN FERNANDO	
		DHS		3 CITIES		SPA 2		SAN FERNANDO	

**SOW ATTACHMENT 1
LOCATIONS / ADDRESSES
UNARMED SECURITY GUARD SERVICES
ALL SERVICE PLANNING AREAS**

LOC	CODE	FACILITY NAME	STREET ADDRESS	CITY	STATE	ZIP	SP	AREA	INVOICE ADDRESS
10	DHS	EL MONTE CHC	10953 RAMONA BOULEVARD	EL MONTE	CA	91731	3	SAN GABRIEL	Erick Lopez, Finance Manager Ambulatory Care Network 350 S. Figueroa Street, Suite 990 Los Angeles, CA 90071
11	DHS	LA PUENTE HEALTH CENTER	15930 CENTRAL AVENUE	LA PUENTE	CA	91744	3	SAN GABRIEL	
		DHS		2 CITIES		SPA 3		SAN GABRIEL	

**SOW ATTACHMENT 1
LOCATIONS / ADDRESSES
UNARMED SECURITY GUARD SERVICES
ALL SERVICE PLANNING AREAS**

LOC	CODE	FACILITY NAME	STREET ADDRESS	CITY	STATE	ZIP	SPA	AREA	INVOICE ADDRESS
12	DHS	USC MEDICAL CENTER	1200 NORTH STATE STREET	LOS ANGELES	CA	90033	4	METRO	LAC+USC Medical Center Attr: Expenditure Management P.O. Box 861749 Los Angeles, CA 90033
13	DHS	ADMINISTRATIVE HQ	313 NORTH FIGUEROA STREET	LOS ANGELES	CA	90012	4	METRO	Marta G. Sheffield, Chief HS - Facilities Management Division 313 North Figueroa Street, Room 707 Los Angeles, CA 90012
14	DHS	H. CLAUDE HUDSON CHC	2829 SOUTH GRAND AVENUE	LOS ANGELES	CA	90007	4	METRO	Erick Lopez, Finance Manager Ambulatory Care Network 350 S. Figueroa Street, Suite 990 Los Angeles, CA 90071
		DHS		3 CITIES		SPA 4		METRO	

**SOW ATTACHMENT 1
LOCATIONS / ADDRESSES
UNARMED SECURITY GUARD SERVICES
ALL SERVICE PLANNING AREAS**

LOC	CODE	FACILITY NAME	STREET ADDRESS	CITY	STATE	ZIP	SP 2	AREA	INVOICE ADDRESS
15	DHS	MLK/DREW MEDICAL CENTER	12021 WILMINGTON AVENUE	LOS ANGELES	CA	90059	6	SOUTH	Erick Lopez, Finance Manager Ambulatory Care Network 350 S. Fineroa Street, Suite 990 Los Angeles, CA 90071
16	DHS	HUBERT H. HUMPHREY CHC	5850 SOUTH MAIN STREET	LOS ANGELES	CA	90003	6	SOUTH	
17	DHS	DOLLARHIDE HEALTH CENTER	1108 NORTH OLEANDER AVENUE	COMPTON	CA	90220	6	SOUTH	
		DHS		2 CITIES		SPA 6		SOUTH	

**SOW ATTACHMENT 1
LOCATIONS / ADDRESSES
UNARMED SECURITY GUARD SERVICES
ALL SERVICE PLANNING AREAS**

LOC	CODE	FACILITY NAME	STREET ADDRESS	CITY	STATE	ZIP	SPA	AREA	INVOICE ADDRESS
18	DHS	RANCHO LOS AMIGOS MEDICAL CENTER	7601 EAST IMPERIAL HIGHWAY	DOWNEY	CA	90242	7	EAST	Rancho Los Amigos National Rehabilitation Center Expenditure Mgmt, Finance Trailer 2 7601 E. Imperial Hwy. Downey CA 90242
19	DHS	EDWARD R. ROYBAL CHC	245 S FETTERLY AVENUE	LOS ANGELES	CA	90022	7	EAST	Erick Lopez, Finance Manager Ambulatory Care Network 350 S. Figueroa Street, Suite 990 Los Angeles, CA 90071
20	DHS	BELLFLOWER HEALTH CENTER	10005 EAST FLOWER STREET	BELLFLOWER	CA	90706	7	EAST	Marta G. Sheffield, Chief HS - Facilities Management Division 313 North Figueroa Street, Room 707 Los Angeles, CA 90012
21	DHS	FERGUSON BUILDING	5555 FERGUSON DRIVE	COMMERCE	CA	90022	7	EAST	
							SPA 7	EAST	
				4 CITIES					

**SOW ATTACHMENT 1
LOCATIONS / ADDRESSES
UNARMED SECURITY GUARD SERVICES
ALL SERVICE PLANNING AREAS**

LOC	CODE	FACILITY NAME	STREET ADDRESS	CITY	STATE	ZIP	SP	AREA	INVOICE ADDRESS
22	DHS	HARBOR UCLA MEDICAL CENTER	1000 WEST CARSON STREET ROOM 104	HARBOR CITY	CA	90502	8	SOUTHBAY	Azar Kattan, Chief Operations Officer Harbor-UCLA Medical Center 1000 W. Carson Street Torrance, CA 90509
23	DHS	HARBOR BAY CLINIC	1403 WEST LOMITA BOULEVARD	HARBOR CITY	CA	90710	8	SOUTHBAY	
24	DHS	LONG BEACH CHC	1333 CHESTNUT AVENUE	LONG BEACH	CA	90813	8	SOUTHBAY	Erick Lopez, Finance Manager Ambulatory Care Network 350 S. Figueroa Street, Suite 990 Los Angeles, CA 90071
25	DHS	WILMINGTON HEALTH CENTER	1325 BROAD AVENUE	WILMINGTON	CA	90744	8	SOUTHBAY	
		DHS		3 CITIES		SPA 8		SOUTHBAY	

* Location not currently providing services

SECURITAS SECURITY SERVICES, USA, INC

DEPARTMENT OF HEALTH SERVICES - STAFFING LEVELS
SOW ATTACHMENT 2 - MINIMUM STAFFING PLAN BY SPA

SOUTH ZONE

SPA #	SERVICE ADDRESS	POSITION	SHIFT	DAYS	LUNCH	DAILY		MONTHLY		REG	ANNUAL	TOTAL HRS		
						REG	OT	REG	OT					
DHS MLK NO REL 12012 S. Compton.	MILK MEDICAL CAMPUS 1070 EAST 120TH STREET LOS ANGELES, CALIFORNIA 90069 MILK OUTPATIENT CENTER FRONT LOBBY DOORS MILK J. HILL WEST SUPPORT BLDG LOBBY/RCG (Z-78) MILK OUTPATIENT CENTER FRONT LOBBY (Z-798) MILK OUTPATIENT CENTER SERVICE ROAD INT/EXT PATROL (Z-758) MILK DC OASIS, HUB CLINIC & LOT H ROWING PATROL (Z-81A) MILK OUTPATIENT CENTER 1ST FLOOR LOBBY (Z-80A) A.F. HAWKINS 1ST FLOOR HAWKINS FRONT DOOR RAMPE/ENTRANCE MILK ACUTE BLDG NORTH ENTRANCE (SLONG DOORS) MILK OUTPATIENT CENTER INTERIOR PATROL "A" RELIEF OFFICER MILK OUTPATIENT CENTER - NEW PARKING STRUCTURE A ON SITE SUPERVISORS POST COMMANDER	Unarmed	0700 - 1530	Mon - Fri	5 Hr Lunch	8.00	0.00	173.81	0.00	2,080.00	0.00	2,080.00		
		Unarmed	0800 - 1630	Mon - Fri, Sat	5 Hr Lunch	8.00	0.00	173.81	0.00	2,080.00	0.00	2,080.00		
		Unarmed	0830 - 1500	Mon - Fri, Sat	5 Hr Lunch	16.00	0.00	347.62	0.00	4,160.00	0.00	4,160.00		
		Unarmed	0800 - 1700	Mon - Fri, Sat	5 Hr Lunch	8.00	0.00	173.81	0.00	2,080.00	0.00	2,080.00		
		Unarmed	0800 - 1630	Mon - Fri	5 Hr Lunch	8.00	0.00	173.81	0.00	2,080.00	0.00	2,080.00		
		Unarmed	0700 - 1500	Sat, Sun, Hol	LOP	139.05	0.00	139.05	0.00	1,664.00	0.00	1,664.00		
		Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	12.00	0.00	365.00	0.00	4,380.00	0.00	4,380.00		
		Unarmed	2300 - 0700	Sun - Sat, Hol	LOP	8.00	0.00	243.33	0.00	2,920.00	0.00	2,920.00		
		Unarmed	0830 - 1500	Mon - Fri	5 Hr Lunch	8.00	0.00	173.81	0.00	2,080.00	0.00	2,080.00		
		Unarmed	1330 - 2200	Sat, Sun, Hol	5 Hr Lunch	8.00	0.00	173.81	0.00	2,080.00	0.00	2,080.00		
		Unarmed	0800 - 1630	Sun - Sat, Hol	5 Hr Lunch	8.00	0.00	69.52	0.00	832.00	0.00	832.00		
		Unarmed	0730 - 1600	Mon - Fri	5 Hr Lunch	24.00	0.00	730.00	0.00	8,760.00	0.00	8,760.00		
		Unarmed	0730 - 1530	Sun - Sat, Hol	LOP	16.00	0.00	173.81	0.00	2,080.00	0.00	2,080.00		
		Unarmed	1530 - 2330	Sun - Sat, Hol	LOP	16.00	0.00	486.67	0.00	5,840.00	0.00	5,840.00		
		Unarmed	2330 - 0730	Sun - Sat, Hol	LOP	16.00	0.00	486.67	0.00	5,840.00	0.00	5,840.00		
		Unarmed	0730 - 1600	Sun - Sat, Hol	5 Hr Lunch	8.00	0.00	243.33	0.00	2,920.00	0.00	2,920.00		
		Unarmed	1530 - 2400	Sun - Sat, Hol	5 Hr Lunch	32.00	0.00	973.33	0.00	11,680.00	0.00	11,680.00		
		Unarmed	0700 - 1530	Mon - Fri, Hol	5 Hr Lunch	8.00	0.00	173.81	0.00	2,080.00	0.00	2,080.00		
		32.5	Total Unarmed					244.00	0.00	173.81	0.00	2,080.00	0.00	2,080.00
		3	On Site Supervisor					4.00	0.00	48.00	0.00	576.00	0.00	576.00
1	Post Commander					4.00	0.00	48.00	0.00	576.00	0.00	576.00		
36	Facility Total					276.00	0.00	276.00	0.00	3,312.00	0.00	3,312.00		
DHS 2477	RUBERT N. HUMPHREY GMC 5650 SOUTH MAIN STREET LOS ANGELES, CALIFORNIA 90003	Unarmed	0630 - 1430	Sun - Sat, Hol	LOP	40.00	0.00	1,216.67	0.00	14,600.00	0.00	14,600.00		
		Unarmed	1430 - 2230	Sun - Sat, Hol	LOP	32.00	0.00	973.33	0.00	11,680.00	0.00	11,680.00		
		Unarmed	2230 - 0630	Sun - Sat, Hol	LOP	64.00	0.00	1,946.67	0.00	23,360.00	0.00	23,360.00		
		Total Unarmed				136.00	0.00	4,136.67	0.00	49,640.00	0.00	49,640.00		
		1	Supervisor				8.00	0.00	243.33	0.00	2,920.00	0.00	2,920.00	
16.00	Facility Total				144.00	0.00	4,380.00	0.00	52,560.00	0.00	52,560.00			

SECURITAS SECURITY SERVICES, USA, INC

DEPARTMENT OF HEALTH SERVICES - STAFFING LEVELS
SOW ATTACHMENT 2 - MINIMUM STAFFING PLAN BY SPA

SOUTH ZONE

SPA 7	DHS	SERVICE ADDRESSES	POSITION	SHIFT	DAYS	LUNCH	DAILY		MONTHLY		ANNUAL	
							REG	OT	REG	OT	REG	OT
1	347 MID LEVEL On Site Supervisor	RANCHO LOS AMIGOS MEDICAL CENTER 7601 EAST IMPERIAL HIGHWAY DOWNEY, CALIFORNIA 90242	Unarmed	0830 - 2100	Sun - Sat, Hol	LOP	8.00	243.33	0.00	2,920.00	0.00	2,920.00
		100 BLDG 2ND FLR ROYER	Unarmed	0800 - 1830	Mon - Fri	5 1/4 Lunch	8.00	173.81	0.00	2,060.00	0.00	2,060.00
		100 BLDG 1ST FLR ROYER	Unarmed	1400 - 2200	Sun - Sat, Hol	LOP	8.00	243.33	0.00	2,920.00	0.00	2,920.00
		900 BLDG MAIN LOBBY	Unarmed	0800 - 1800	Mon - Fri	LOP	8.00	173.81	0.00	2,060.00	0.00	2,060.00
		OPB EAST ENTRANCE	Unarmed	0800 - 1400	Sun - Sat, Hol	LOP	8.00	243.33	0.00	2,920.00	0.00	2,920.00
		900 BLDG FLEX UNIT	Unarmed	1400 - 2200	Sun - Sat, Hol	LOP	8.00	243.33	0.00	2,920.00	0.00	2,920.00
		FERRY STATION 1ST FLR	Unarmed	0800 - 1400	Sun - Sat, Hol	LOP	8.00	243.33	0.00	2,920.00	0.00	2,920.00
		OPB 1STZND FLR ROYER	Unarmed	2200 - 0600	Sun - Sat, Hol	LOP	8.00	243.33	0.00	2,920.00	0.00	2,920.00
		100 FLOOR ROYER	Unarmed	0800 - 1800	Mon - Fri	5 1/4 Lunch	8.00	173.81	0.00	2,060.00	0.00	2,060.00
		OPBUP1ST FLR CORRIDOR	Unarmed	0800 - 1800	Mon - Fri	LOP	8.00	173.81	0.00	2,060.00	0.00	2,060.00
		OPBUP2ND FLR CORRIDOR	Unarmed	0800 - 1800	Mon - Fri	LOP	8.00	173.81	0.00	2,060.00	0.00	2,060.00
		OPBUP3RD FLR CORRIDOR	Unarmed	0800 - 1400	Mon - Fri	LOP	8.00	173.81	0.00	2,060.00	0.00	2,060.00
		ROYER RELIEF	Unarmed	1400 - 2200	Mon - Fri	LOP	8.00	173.81	0.00	2,060.00	0.00	2,060.00
		OUTPATIENT BUILDING CENTRAL DESK	Unarmed	0800 - 1800	Mon - Fri	LOP	8.00	173.81	0.00	2,060.00	0.00	2,060.00
			Unarmed	0700 - 1500	Mon - Fri	LOP	8.00	173.81	0.00	2,060.00	0.00	2,060.00
			Unarmed	1400 - 2200	Mon - Fri	LOP	8.00	173.81	0.00	2,060.00	0.00	2,060.00
			Unarmed	2200 - 0600	Sun - Sat, Hol	LOP	8.00	243.33	0.00	2,920.00	0.00	2,920.00
			Unarmed	0800 - 1800	Mon - Fri	LOP	8.00	173.81	0.00	2,060.00	0.00	2,060.00
			Unarmed	1400 - 2200	Mon - Fri	LOP	8.00	173.81	0.00	2,060.00	0.00	2,060.00
			On Site Supervisor	24.00	24.00		136.00	6,178.52	0.00	67,840.00	0.00	67,840.00
		ON SITE SUPERVISORS	Facility Total	180.00	180.00		1,800.00	8,908.52	0.00	78,540.00	0.00	78,540.00

2	DHS	EDWARD R. ROYBAL CRC 245 SOUTH FETTERLY AVENUE LOS ANGELES, CALIFORNIA 90022	Unarmed	0830 - 1415	Mon - Fri	5 1/4 Lunch	8.00	173.81	0.00	2,060.00	0.00	2,060.00
			Unarmed	0830 - 1500	Mon - Fri	5 1/4 Lunch	8.00	173.81	0.00	2,060.00	0.00	2,060.00
			Unarmed	0730 - 1600	Mon - Fri	5 1/4 Lunch	8.00	173.81	0.00	2,060.00	0.00	2,060.00
			Unarmed	1030 - 1800	Mon - Fri	5 1/4 Lunch	8.00	173.81	0.00	2,060.00	0.00	2,060.00
			Unarmed	2415 - 2115	Mon - Fri	5 1/4 Lunch	8.00	173.81	0.00	2,060.00	0.00	2,060.00
			Unarmed	0815 - 1415	Sat	5 1/4 Lunch	8.00	34.76	0.00	416.00	0.00	416.00
			Unarmed	0815 - 1745	Sat	5 1/4 Lunch	8.00	34.76	0.00	416.00	0.00	416.00
			Total Unarmed	56.00	56.00		551.87	639.87	0.00	5,122.00	0.00	5,122.00

3	DHS	FERGUSON BUILDING 5545 FERDINSON DRIVE CITY OF COMMERCE, CALIFORNIA 90022	Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	243.33	0.00	2,920.00	0.00	2,920.00
			Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	243.33	0.00	2,920.00	0.00	2,920.00
			Unarmed	2300 - 0700	Sun - Sat, Hol	LOP	8.00	243.33	0.00	2,920.00	0.00	2,920.00
			Unarmed	0730 - 1530	Mon - Fri	LOP	8.00	173.81	0.00	2,060.00	0.00	2,060.00
			Total Unarmed	32.00	32.00		968.81	968.81	0.00	10,840.00	0.00	10,840.00

4	DHS	BELLFLOWER HEALTH CENTER 10005 FLOWER STREET BELLFLOWER, CALIFORNIA 90708	Unarmed	0830 - 1830	Mon	1 hr Lunch	8.00	34.76	13.04	416.00	156.43	572.43
			Unarmed	0830 - 1730	Tues - Fri	1 hr Lunch	8.00	139.05	34.76	1,654.00	417.14	2,081.14
			Total Unarmed	16.00	16.00		172.81	257.81	27.80	2,070.00	573.57	2,643.57

SECURITAS SECURITY SERVICES, USA, INC
DEPARTMENT OF HEALTH SERVICES - STAFFING LEVELS
SOW ATTACHMENT 2 - MINIMUM STAFFING PLAN BY SPA

SOUTH ZONE

SPA #	SERVICE ADDRESS	POSITION	SHFT	DAYS	LUNCH	DAILY		WEEKLY		MONTHLY		ANNUAL			
						REG	OT	REG	OT	REG	OT	REG	OT		
DHS HARBOR 247 On Site Supervisor	HARBOR-UCLA MEDICAL CENTER 1000 WEST CARSON STREET RM 10A TORRANCE, CALIFORNIA 90502 PCDC WEST ENTRANCE (Z-1) PHARMACY LOBBY (Z-2) PCDC HORTH (Z-3) 3RD FLOOR LOBBY (Z-4) 6TH FLOOR PEDIATRICS (Z-18) 7TH FLOOR DELIVERY (Z-8) TEMPORARY EMERGENCY (Z-21) OUTSIDE TRiage DOOR (Z-10) 1900-2300 (Guard) works in Emergency and from 1900-1800 45-minute from 1800-2300 (Main-Fri, Guard handles floor problem when shift out & on) INTERIOR ROVER (Z-10) AMBUCARE N24 (Z-11) 2ND FLOOR DR WAITING ROOM (Z-23) SURGERY EMERGENCY BUILDING AMBULANCE ENTRANCE (Z-24) PARKING LOT B (Z-12) PARKING LOT C (Z-13) RELIEF GUARD (Z-4415) LOADING DOCK (Z-14) ROVER (Z-22) ON SITE SUPERVISORS (Z-5) RELIEF SUPERVISORS (Z-25) POST COMMANDER	1	0700 - 1500 0790 - 1600	Sun - Sat, Hol Sun - Sat, Hol	LOP	16.00	0.00	174	0	2048	0	2048	0.00		
		Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	16.00	0.00	174	0	2048	0	2048	0.00		
		Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	16.00	0.00	174	0	2048	0	2048	0.00		
		Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	16.00	0.00	174	0	2048	0	2048	0.00		
		Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	16.00	0.00	174	0	2048	0	2048	0.00		
		Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	16.00	0.00	174	0	2048	0	2048	0.00		
		Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	16.00	0.00	174	0	2048	0	2048	0.00		
		Unarmed	0600 - 1230	Men - Fri	LOP	13.00	0.00	13	0	304	0	304	0	304	0.00
		Unarmed	1230 - 1930	Men - Fri	LOP	14.00	0.00	14	0	304	0	304	0	304	0.00
		Unarmed	0600 - 1600	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00
		Unarmed	1600 - 2400	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00
		Unarmed	0600 - 1600	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00
		Unarmed	1600 - 2400	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00
		Unarmed	0600 - 2000	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00
		Unarmed	2000 - 0600	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00
		Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00
		Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00
		Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00
		Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00
		Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00
		Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	8.00	0.00	243	33	2920	0	2920	0	2920	0.00		
Unarmed	0700														

SECURITAS SECURITY SERVICES, USA, INC

DEPARTMENT OF HEALTH SERVICES - STAFFING LEVELS
SOW ATTACHMENT 2 - MINIMUM STAFFING PLAN BY SPA

CENTRAL ZONE

SPA S	SERVICE ADDRESS	POSITION	SHIFT	DAYS	LUNCH	DAILY		MONTHLY		ANNUAL		
						REG	OT	REG	OT	REG	OT	
1	EL MONTE CHC 10853 RAMONA BOULEVARD EL MONTE, CALIFORNIA 91731	Unarmed	0800 - 1430	Mon - Fri	5 hr Lunch	8.00	0.00	173.81	0.00	2,086.00	0.00	
		Unarmed	1430 - 2300	Mon - Fri	LDP	8.50	0.00	173.81	0.00	2,086.00	130.36	
		Unarmed	0800 - 1830	Tues - Fri	5 hr Lunch	8.00	0.00	139.05	0.00	2,086.00	0.00	
		Unarmed	0800 - 1700	Mon - Fri	1 hr Lunch	8.00	0.00	173.81	0.00	2,086.00	0.00	
		Unarmed	1230 - 2100	Mon - Fri	5 hr Lunch	8.00	0.00	173.81	0.00	2,086.00	0.00	
		Unarmed	0700 - 1730	Sat	5 hr Lunch	2.00	2.00	34.76	8.69	418.00	104.29	
		Total Unarmed				48.00	10.69	966.26	18.69	18,402.00	234.64	
2	LA PUENTE HEALTH CENTER 15900 CENTRAL AVENUE LA PUENTE, CALIFORNIA 91744	Unarmed	0800 - 1700	Mon - Fri	1 hr Lunch	8.00	0.00	173.81	0.00	2,086.00	0.00	
		Total Unarmed					8.00	0.00	173.81	0.00	2,086.00	0.00

UNARMED SECURITY GUARD SERVICES

EXHIBIT A – STATEMENT OF WORK

ATTACHMENT 3 - TRAINING OUTLINE

The following is an outline of the training requirements for the provision of Unarmed Security Guard Services under the Contract. Detail of the training curriculum with Contract-specific requirements, noted as required, begins on page five (5) of this Training Outline.

Training required under the Contract includes, but is not limited to, Skills Training Course for Security Guards, provided by the Contractor to meet State and County requirements. Onsite training provided by Contractor on Security personnel's first day of Work to orient Security personnel to the assigned Location, Post, equipment, and/or procedures. County-provided training to meet the regulatory requirements and/or policies of the specific Location or Post. Specialized County-provided training when required by the particular Location. Annual County and/or Contractor-provided continuing education, supported by the Contractor's evaluation of licensed guard's skills and based on the requirements of the site and/or regulatory or license requirements. All training is to be provided at no cost to the County.

1.0 Skills Training Course for Security Guards - Background

Security Guards throughout the State of California must comply with the training, licensing, and certification requirements of the Department of Consumer Affairs (DCA), Bureau of Security and Investigative Services (BSIS), under Title 16, Division 7 of the California Code of Regulations, Article 9. §643. Skills Training Course for Security Guards, (detail to follow) under the Authority of Sections 7581, 7583.6, and 7583.7 of the Business and Professions Code.

1.1 Skills Training Course for Security Guards - Overview

The following is an overview of the Skills Training Course for Security Guards required under the Business and Professions Code. Training Course details and Contract-specific requirements follow the Skills Training Course Information for each section below.

1.1.1 Skills Training Course for Security Guards – Divided Into Four (4) Sections:

1.1.1.1 Power to Arrest Course – test score of 100% is required to receive California Guard Card (license).

1.1.1.2 Mandatory Courses – instruction in basic skills and a common body of knowledge for all guards. Completion is required “the day the guard begins employment as a security guard” for the State.

Contract-specific: Completion prior to submission of Administrative File.

Specific training as noted on the Training Outline.

Test scores of 100% for all courses required by County.

1.1.1.3 Elective Courses – instruction in performance of duties/opportunity to select additional course work. Completion is required “the day the guard begins employment as a security guard” for the State.

Contract-specific: Twenty hours (20) completed prior to Administrative File. Eight hours (8) training by Contractor on Guard's first day. Specific training as noted on the Training Outline as noted. Test scores of 100% for all courses required by County. Courses pre-selected to meet Contract requirements. Allowable hours are reduced/number of courses increased. CPR and First Aid 8, hours each instead of 4 hours total.

1.1.1.4 Continuing Education – additional or remedial instruction in private security subject matter. Completion is required annually and is to be supported by an evaluation of licensed guard's skills.

Contract-specific: County notification eight weeks prior to annual training date.

1.1.2 Skills Training Course for Security Guards - Conclusion

The Contract requires Power to Arrest (PTA) Course, and all but eight (8) hours of the Skills Training Course for Security Guards to be completed at the time the Contractor submits the Guard's Administrative File to the County with a request for the County to review the Administrative File and conduct a background investigation.

Contractor shall provide the remaining required eight (8) hours of Skills Training Course for Security Guards onsite on their employee's first day of Work in a Location.

1.1.3 Skills Training Course for Security Guards - Summary:

1.1.3.1 Power to Arrest Course:

8 hours with 100% test score required to receive Guard Card

1.1.3.2 Courses required prior to submission of Administrative File:

16 hours mandatory plus 20 hours elective for unarmed guards. 100% test score required on courses completed prior to submission of Administrative File.

1.1.3.3 Courses required on Guard's first day of Work:

8 hours elective pre-selected by County Services Bureau for Contract compliance.

1.1.3.4 Continuing Education:

8 hours annual training with notification six weeks prior to any required County-provided training.

2.0 County-Provided Training – Background

At the discretion of the County Project Director, in addition to the Skills Training Course for Security Guards, Security Guards and Security Guard Supervisors may be required to receive

initial, specialized, and annual and/or continuing education County-provided training, conducted by County personnel, based on the regulatory requirements and/or policies of the County, specific assignment, Location and/or Post where security services are being provided. Security Guards or Security Guard Supervisors are required to attend training on scheduled workdays only.

2.1 County-Provided Training – Overview

At the discretion of the County Project Director, Contractor may receive up to sixteen (16) hours of County-provided training is to be completed, usually during the Guard's first 30 to 60 days of Work, as part of a Location's outside vendor orientation, customer service training, regulatory compliance, and/or Location-specific training requirements.

Annual training updates, continuing education and/or additional specialized training shall be determined by the needs of the specific assignment, Work Location, and/or Post. Contractor shall maintain a Training File on each of their employees (with an onsite file copy if required by the Location).

2.1.1 County-Provided Training – Up to Sixteen (16) Hours Based On Location Requirements

Based on the regulatory requirements and/or policies of the County, specific assignment, Location and/or Post, up to sixteen (16) hours of County-provided training shall be required. Examples of the County-provided required training may include, but shall not be limited to:

2.1.1.1 Fire - Life Safety Training

2.1.1.2 Hazardous Material and Infection Control

2.1.1.3 Outside Vendor New Employee Orientation

2.1.1.4 Facility Training

2.1.1.5 Joint Commission on Accreditation of Healthcare Organizations (TJC)-required training

2.1.1.6 Crisis Intervention Techniques Training

2.1.1.7 Infant / Child Abduction Security Training

2.1.1.8 AB 508 Hospital Violence

2.1.1.9 HIPPA / HI-TECH (Privacy Rules)

2.1.1.10 Disaster Preparedness Manual, HEICS, Code Triage

2.1.1.11 Hostage Crisis Plan

2.1.1.12 EMTALA (Emergency Medical Treatment & Active Labor Act)

2.1.1.13 Restraint Guidelines and Policy

2.1.1.14 5150 Hold (Welfare and Institutions Code)

2.1.2 County-Provided Training – Prior to Assignment to Department of Mental Health

Prior to assignment to a mental or behavioral health Location, as specified in Attachment 2, Minimum Staffing Plan by SPA, Security Guards and Security Guard Supervisors shall receive mandatory training, as required by Department of Mental Health. The training may be administered by County on-line, via electronic media (DVD), or in a classroom setting, at the discretion of County.

2.1.3 County-Provided Training – After Assignment to Department of Mental Health

After assignment to a mental or behavioral health Location, Security Guards and Security Guard Supervisors shall receive, and demonstrate proficiency in, an additional eight (8) hours of mandatory County-provided crisis intervention techniques training, as required by Department of Mental Health, and provided by County personnel.

2.1.4 County-Provided Training - Notification of Training Anniversary Date

Contractor shall notify the County Project Manager eight (8) weeks prior to the training anniversary date for individuals assigned to Locations where an annual update to County-provided training is required. The County Project Manager will arrange County-provided annual update training with the Location and notify Contractor of training date and time. Contractor will inform Contractor personnel of training date and time and arrange Post coverage for individual when training is scheduled.

2.1.5 County-Provided Training – Pay for Attendance and Backfill Post Coverage

The cost associated with a training is the hourly rate paid to the Security Guard or Security Guard Supervisor. Contractor shall pay up to eight (8) hours of straight time per Security Guard or Security Guard Supervisor to attend initial, annual, specialized and/or additional required Contractor or County-provided training. Contractor shall provide and pay for back-up coverage for any Security Guard or Security Guard Supervisor attending required training. Contractor is not required to pay for County personnel who provides training.

2.1.6 County-Provided Specialized Training

In the event that specialized training is needed, County Project Manager, or designee, will coordinate training with Contractor Project Manager, or designee. Contractor shall arrange Post coverage and notify Security Guard or Security Guard Supervisor of the required training.

2.1.7 County-Provided Training - Summary

It is incumbent upon the Contractor to ensure that Security Guards and Security Guard Supervisors receive all training needed to meet the initial, annual, and specialized training requirements of the State, County, the Contract and specific assignment, Location, and/or Post where Unarmed Security Guard Services and Security Guard Supervision are provided.

2.2 Contractor and/or County-Provided – Annual and/or Continuing Education Training

At the request of the County Project Director, Contractor shall ensure Security Guards and Security Guard Supervisors complete eight (8) hours of additional or remedial instruction annually. Courses may be provided by an independent training entity, by the Contractor, or by the County. Training shall be supported by an annual evaluation, performed by Contractor, of the licensed guards' skills and based on regulatory requirements and/or policies of the County, specific assignment, Location and/or Post or license requirements.

SKILLS TRAINING COURSE FOR SECURITY GUARDS – DETAIL COURSE DESCRIPTIONS

Title 16, Division 7 of the California Code of Regulations, Article 9. Skills Training Course for Security Guards is included below. Contract specific requirements have been added, where required, within the detail course descriptions.

California Department of Consumer Affairs - Bureau of Security and Investigative Services

Title 16, Division 7 of the California Code of Regulations

Article 9. Skills Training Course for Security Guards

§643. SKILLS TRAINING COURSE FOR SECURITY GUARDS

(a) The course of skills training for registered security guards shall follow the standards prescribed in section 7583.6(b) of the Business and Professions Code. The attached Appendix sets forth the subjects that shall be taught and the maximum number of hours that shall be allowed towards meeting required training.

(b) For each course, or series of course, the institution or company providing the training shall issue a Certificate of Completion to the individual completing the course.

The certificate shall identify the course(s) taken, the number of hours of training provided, identification of the issuing entity, name of the individual and instructor and a date, and state that the course(s) comply with the Department of Consumer Affairs' Skills Training Course for Security Guards. The certificate shall be serially numbered for tracking.

The "Power to Arrest" course and completion of the Power to Arrest Training Manual Test with a 100% score in accordance with the Power to Arrest Manual's Administering Instructions, is required for persons to receive a "Guard Card" issued by the State of California. Course requirements are as follows:

**Section One: Power to Arrest (PTA) Course and Power to Arrest Training Manual
100% Test Score Required to Receive Guard Card**

PTA Part One (Power to Arrest) 4 hours

Objective: To familiarize and instruct the individual on the training topics delineated at Business and Professions Code Section 7583.7, including, without limitation, legal aspects, techniques, liability, and

company requirements relating to the arrest of an individual. The training will utilize the Department of Consumer Affairs' Power to Arrest Training Manual and may include lecture, discussion, exercises and role-playing.

1. Overview of Power to Arrest Manual and subject matter.
2. Definition of arrest and discussion on the implications to the subject, the guard and the Company.
3. Lecture/discussion on escalation and de-escalation techniques in the use of force, including role-playing and/or exercises.
4. Exercises in the use of restraint techniques and their implications.
5. Discussion of trespass laws and implications of enforcement, including role-playing in the proper application of trespass laws.
6. Completion of the Power to Arrest Training Manual Test with 100% score in accordance with the Manual's Administering Instructions.

PTA Part Two (Weapons of Mass Destruction & Terrorism Awareness)

4 hours

Objective: To familiarize and instruct the individual on the subject matter and observation skills required to identify and report precursor activities to terrorist event, react appropriately, report the occurrence of a terrorist event, and remain safe while helping control the scene after a terrorist event. The training will utilize the Department of Consumer Affairs' Weapons of Mass Destruction & Terrorism Awareness for Security Professionals course consisting of a Digital Video Disk (DVD), Student Workbook and Facilitator Manual.

1. Introduction and overview of the training.
2. The Role of a Security Guard.
3. The Nature of Terrorism.
4. Weapons of Mass Destruction.
5. Coordinating and Sharing of Critical Information.

Section Two: Mandatory and Elective Courses Required Prior to Administrative File Submission to County
100% Test Score Required on Each of the Courses Listed

Objective: To familiarize and instruct the individual in basic skills and provide a common body of knowledge in the performance of security guard work. All courses shall include information and subject matter pertaining to the outline provided.

Additionally, all courses shall include written material, lecture, or exercises to assure that the individual comprehends the subject matter presented. Every newly licensed or employed security guard shall complete "...sixteen (16) hours of mandatory courses on the day the guard begins employment as a security guard." Pursuant to Business and Professions Code Section 7583.6(b) the following outline includes subjects that shall be taught and the maximum number of hours that will be allowed for completion of the Mandatory Courses.

A. Public Relations - Community and Customer (Mandatory) 4 hours

1. Recognizing Gender & Racial Harassment & Discrimination
2. Respect:
 - Stereotyping
 - Attitude
3. Verbal Skills / Crisis Intervention
4. Introduction to Diversity
5. Substance Abuse & Mental Illness
6. Ethics & Professionalism
 - Appearance
 - Command Presence
 - Proper Conduct

B. Observation and Documentation (Mandatory) 4 hours

1. Report Writing
2. English as a Second Language
3. Observation and Patrol Techniques
4. Asking Appropriate Questions
5. Observing Suspects / Suspicious Activity

Contract specific: Training shall include report writing exercises, with examples of completed Daily Activity Report (DAR) and Security Incident Report (SIR) forms.

C. Communication and Its Significance (Mandatory) 4 hours

1. Internal

- Protocols Pursuant to Contract (Whom to Contact and When)
- Radio / Monitors
- Other Technology

2. External

- Emergency / First Responders (Whom to Contact and When)
- Medical Personnel
- Police / Sheriff / Other Enforcement
- City Services / Government Services

D. Liability/Legal Aspects (Mandatory) 4 hours

1. Personal/Contractor/Employer
2. Criminal, Civil, Administrative
3. BSIS Code & Regulations
4. Role of a Security Guard

Contract specific: Training shall include County requirement that Security Guards and Security Guard Supervisors shall “intervene to prevent injurious acts to persons and property” while providing security in County Locations. (Not limited to “observe and report”)

First Aid/CPR/AED (Elective/Mandatory for Contract) 16 hours

1. American Red Cross Courses
2. American Heart Association Courses
3. Automated External Defibrillator (AED) Certification

Contract specific: Training shall include the eight (8) hour Adult, Infant, and Child CPR, eight (8) hour Adult, Infant, and Child First Aid including Automated External Defibrillator (AED) Certification.

BSIS Certified Course in Baton Training (Elective/Mandatory for Contract) 4 hours

Section Three: Elective Courses Required to be Provided Onsite by Contractor On Guard's First Work Day:

Post Orders and Assignments 2 hours

1. Site Specific Training
2. Equipment:
 - Magnetometer / Screening Procedures
 - Radio Communication and Equipment Care
 - Alarms / Location and Response
 - Elevators, Stairwells, Doors, Windows
3. Emergency Response Issues (Bomb Threat, Fire, Disruptive Behavior)
4. Lost / Found Articles Procedures

Employer / County Policies / Orientation to Assignment 2 hours

1. Reports / Paperwork
2. Reporting Processes / Procedures
3. Uniforms / Identification Badge
4. Work Schedules / Sign-In - Sign-Out
5. Other Internal Policies, Processes or Procedures
6. Local public safety jurisdiction
7. Significant Incident – definition / reporting requirements

Evacuation Procedures 1 hour

1. Emergency Procedures Related to Life / Safety and Acts of Nature
2. Working Knowledge of Evacuation Routes
 - Stairs
 - Elevators
 - Doors
3. Power Outage
4. Facility Specific Points of Contact / Administrator / Security Coordinator

Handling Difficult People 1 hour

1. Communications
2. Conflict Management

3. Speaking Constructively
4. Valuing Diversity
5. Negotiating
6. Verbal Diffusion

Work Place Violence 1 hour

Note: Security guards whose assignments involve responding to violent incidents, confronting or controlling persons exhibiting aggressive or violent behavior shall receive advanced level workplace violence prevention training (e.g. Crisis Prevention Institute (CPI) Training) initially and annually thereafter (ref. Title 8 Sec. 4 (f)(3) - Cal-OSHA Workplace Violence Prevention in Healthcare).

1. Detecting Unusual Behavior/Warning Signs
 - Worker to Worker
 - Client to Customer
 - Boss to Subordinate
2. Anger Management
3. Valuing Diversity
4. Personal Security
5. Reporting

Officer Safety .5 hour

1. Threat Assessment
2. Subject Contact
3. Safety Awareness
4. Blood Borne Pathogens
5. Environmental / Hazardous Materials

Access Control .5 hour

1. Identification Procedures
2. Electronics Use / CCTV
3. Non-electronic procedures

Section Four: Quarterly Customer Service Training **1 hour**

Every three (3) months, Contractor shall provide one (1) hour of Customer Service Training instruction to all assigned Security Guard and Security Guard Supervisor personnel, according to 6.5.7 Quarterly Customer Service Training, of the SOW. Training shall include topics set forth under Section Two, A. Public Relations, Community and Customer, of this Attachment 3, Training Outline of this SOW.

Section Five: Annual and/or Continuing Education Training

8 hours

Contractor shall ensure Security Guards and Security Guard Supervisors complete eight (8) hours of additional or remedial instruction annually. The annual training may be a repeat of a previous course(s) if Contractor's evaluation supports that the employee is deficient in skills or capabilities; or the annual training may be additional course(s) on applicable topics within the private security profession, pursuant to California Business and Professions Code Section 7583.6(f)(1), as approved by the County. Courses may be provided by an independent training entity, by the Contractor, or by the County. Training shall be supported by an annual evaluation, performed by Contractor, of the licensed guards' skills. For each course completed, the institution or company providing the training shall issue a Certificate of Completion to the individual completing the course in compliance with requirements stated in Title 16, California Code of Regulations, Section 643 (b).

**SOW Attachment 4
INTENTIONALLY OMITTED**

**STATEMENT OF WORK (SOW) ATTACHMENT 5
PERFORMANCE REQUIREMENTS SUMMARY (PRS) –
PART ONE OF TWO
UNARMED SECURITY GUARD SERVICES**

PERFORMANCE REQUIREMENTS SUMMARY

All listing of services used in the Performance Requirements Summary (PRS), Attachment 5 of the Statement of Work (SOW), are intended to be consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that which is defined in the Contract and the SOW. In any case of apparent inconsistency between the services as stated in the Contract, the SOW, and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in the PRS which is not set forth in the Contract and/or the SOW, that apparent service will be null and void and place no requirement on Contractor.

When Contractor performance does not conform to the requirements of the Contract and/or the SOW, County will have the option to apply the following non-performance remedies:

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

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

This section does not preclude County's right to terminate the Contract upon not less than ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8.4, Termination for Convenience.

**STATEMENT OF WORK (SOW) ATTACHMENT 5
PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO**

UNARMED SECURITY GUARD SERVICES

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
1. Contract: Sub-paragraph 8.28 - Nondiscrimination and Affirmative Action	The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of the Contract, County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Contract.		\$500 for each violation
2. SOW: Paragraph 3.0 - Quality Control	Contractor shall establish and maintain a comprehensive Quality Control Plan to assure County a consistently high level of service throughout the term of the Contract that meets or exceeds all requirements. In the event that requirements and/or policies and procedures change during the term of the Contract, Contractor shall update the Quality Control Plan and submit such updated plan to County Project Manager.	Inspection and Review	\$100 per occurrence
3. SOW: Sub-paragraph 3.4 - Review of Inspection Reports	Contractor must submit all scheduled and unscheduled inspection reports to County Project Manager on a monthly basis.	Inspection and Review of Reports	\$25 per occurrence
4. SOW: Sub-paragraph 3.5 - Contract Discrepancy Report (CDR)	Contractor must respond to written discrepancy report prepared by County and if needed, submit plan to correct deficiency within the time specified.	Observation and Inspection	\$50 per day after time specified

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
5. SOW: Sub-paragraph 4.1.1 - Supervision	Security Guards shall be adequately supervised by Security Guard Supervisors. Contractor shall employ at least one (1) Security Guard Supervisor on each shift (06:00~14:00, 14:00~22:00, 22:00~06:00), plus one (1) additional Security Guard Supervisor for every ten (10) Security Guards as required on Attachment 2, Minimum Staffing Plan by SPA. Security Guard Supervisors shall travel to their assigned facilities on a regular basis to work with their subordinates.	Inspection and Review	Open Post assessment of \$500 per post, per day until post filled; liquidated damages of \$1,000 per day upon third occurrence in 30 day period.
6. SOW: Sub-paragraph 4.1.3 - Contractor Staffing Plan	Contractor staffing plans shall be prepared by Contractor to demonstrate how they intend to fill the Posts (for example: a twelve (12) hour Post can be filled with one (1) guard working twelve (12) hours; or two (2) guards working eight (8) hours, and four (4) hours; or two (2) guards working six (6) hours each, etc.). Contractor staffing plans do not become part of the Contract; however, they shall be submitted for review and approval by County Project Manager at least ten (10) Business Days prior to commencement of work under the Contract. In the event that County's requirements change during the term of the Contract Contractor shall provide a revised Contractor staffing plan for each Location for County Project Manager approval, based on County's revised requirements, as specified in Attachment 2, Minimum Staffing Plan by SPA, of the SOW.	Inspection and Review	\$50 per day after time specified

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
7. SOW: Sub-paragraph 4.1.4 – Open Post	<p>Contractor shall provide sufficient Security Guards and Security Guard Supervisors, including relief for breaks and meal periods where necessary, to ensure there are no Open Posts.</p> <p>Security Guard Supervisor coverage is to be provided, according to County's staffing plan Attachment 2, Minimum Staffing Plan by SPA. Prior to any supervisory coverage change, County gives written approval of an exception when additions or deletions of services requirements is necessary. The ratio of one (1) Security Guard Supervisor for ten (10) Security Guards shall be maintained at all times.</p>	Inspection and Review	Withholding of up to full amount of any invoice otherwise due; liquidated damages of \$500 per post, per day until post filled; liquidated damages of \$1,000 per day upon third occurrence in 30 day period; possible termination for default of Contract for continue failure to perform; and debarment for up to three years.
8. SOW: Paragraph 4.1 - Work Schedules/Deployment, Sub-paragraphs 4.1.5, and 4.1.6 - Absence Relief	Contractor shall send replacement Security Guard or Security Guard Supervisor within one (1) hour or less of the Security Guard or Security Guard Supervisor's absence.	Inspection and Review	\$25 per hour beyond the one (1) hour specified.
9. SOW: Sub-paragraph 4.2 - Unscheduled Work	No unscheduled service hours shall commence without advance written authorization by County.	Inspection and Review of Records	Withholding of invoice amount due for unscheduled work provided without written authorization.
10. SOW: Sub-paragraph 4.3 - Security Guard and Security Guard Supervisor Overtime	Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act regarding payment of overtime, consistent with Sub-paragraph, 8.19 of the Contract. County may impose an assessment against Contractor for failure to observe this requirement as specified in this Attachment 5, Performance Requirements Summary (PRS) of the SOW. County may report Contractor's non-compliance with the California Labor Code to the State Labor Commissioner.	Review log sheets and research State Labor Commission records	\$100 per occurrence per employee plus a report to State Labor Commission if not remedied.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
11. SOW: Sub-paragraph 4.3 - Security Guard and Security Guard Supervisor Overtime, Sub-paragraph 4.3.1	Contractor shall monitor to ensure that Security Guards and Security Guard Supervisors work no more than twenty-four (24) hours per week of overtime on any County assignment.	Observation, review of log sheets and random site visits	\$100 per occurrence per employee
12. SOW: Sub-paragraph 4.3 - Security Guard and Security Guard Supervisor Overtime, Sub-paragraph 4.3.2	Security Guards and Security Guard Supervisors who use their employment with Contractor as a "second job" shall limit their weekly hours to twenty-four (24) hours.	Review of log sheets	\$100 per occurrence per employee
13. SOW: Sub-paragraph 4.4 - Services in Emergency Situations	In the event of an emergency situation, Contractor shall continue to provide services under the Contract. Contractor shall continue to provide adequate staffing to ensure continued services to the extent determined by County.	Inspection and Review	\$100 per occurrence
14. SOW: Sub-paragraph 4.5 - Holidays	When twenty-four (24) hour/seven (7) day a week coverage is required at specified Locations, Contractor may be required to provide services on County-recognized holidays.	Observation and Review	\$100 per occurrence for failure to provide required service
15. SOW: Sub-paragraph 5.2 - Security Guard Licensure, Registration and Certification, and Training	Contractor shall have sole responsibility to ensure Contractor's personnel are in full compliance with all Federal, State and local rules and regulations for any required licensure, certification, registration and training.	Inspection and review of required licenses, certification and training activity logs.	\$100 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
16. SOW: Sub-paragraph 6.3 - Personnel, Sub-paragraph 6.3.1	Contractor shall maintain a pool of additional Security Guard/Security Guard Supervisor personnel in an amount equal to a minimum of five percent (5%) over and above that is set forth in Attachment 2, Minimum Staffing Plan by SPA, throughout the term of the Contract.	Review of Contractor employment records and inspection	\$100 per person short of the five (5) percent, per inspection.
17. SOW: Sub-paragraph 6.3.3 - Administrative File	Contractor shall provide pre-background Administrative File and documentation to County Project Manager for review and approval prior to scheduling background investigation. The Administrative File shall contain items listed in Subparagraphs 6.3.3.1 – 6.3.3.2 of Exhibit A, Statement of Work.	Review	\$50 per incomplete administrative file, per occurrence.
18. SOW: Sub-paragraph 6.3.3.3 - Preliminary and Annual Physicals/Examination/ Testing/Proof of Vaccination	Contractor shall provide initial physical examination and testing, and provide proof of vaccination, as specified, for all Security Guards, Security Guard Supervisors; including Post Commanders, Watch Supervisors, Contractor Project Manager or designee, and any employee assigned to provide services under this Contract at the time the Administrative File is submitted for County review, and annually thereafter.	Observation and Inspection	\$100 per employee with incomplete/out-of-date physical examination records.
19. SOW: Sub-paragraph 6.4.1 - Uniforms/Identification Badges	Uniforms must be provided by Contractor, at Contractor expense, tailored for the employee, and be the same for all assigned Security Guards and Security Guard Supervisors, unless an exception is required or approved by Department.	Observation	\$50 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
20. SOW: Sub-paragraphs 6.4.2 - Security Guard Equipment/Accessories,	Contractor shall furnish and provide all unarmed Security Guards and Security Guard Supervisors (including relief, as required) with equipment and accessories as specified in Subparagraph 6.4.2.	Observation	\$50 per occurrence
21. SOW: Sub-paragraph 6.4.3.1 - Radios	Contractor shall provide hand-held radios, desktop radio(s), batteries, supplies, and maintenance for radios, as specified in Subparagraphs 6.4.3.1 a) – f), of the Statement of Work.	Observation	\$50 per occurrence for inoperable radios or missing radio equipment or supplies
22. SOW: Sub-paragraph 6.4.4 - Vehicles	Contractor shall provide vehicles for Contractor's relief personnel and Security Guard Supervisors to enable them to provide relief make their rounds of inspections, conduct random site visits and fulfill relief and supervisory responsibilities at the different Locations. Contractor shall maintain and provide, upon request by County, a current Vehicle List.	Observation and Inspection of work schedules and records	\$50 per occurrence
23. SOW: Sub-paragraph 6.5 - Security Guard and Security Guard Supervisor Training Requirements	A detailed outline of all required training is provided in the SOW Attachment 3, Training Outline. Any required certifications must be validated and documented on employee training records, as specified in Paragraph 8.8, Security Guard and Security Guard Supervisor Training Program Reports, of the SOW.	Observation and Inspection	\$100 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
24. SOW: Sub-paragraph 6.5.2.3 - Training Plan	Contractor shall submit to County Project Manager a detailed training plan as outlined in Subparagraph 6.5.2, Training; and 8.8.1, Training Tracker, Training Compliance Report, and Notification of Required County Training of the SOW, for its Security Guards and Security Guard Supervisors, at least ten (10) Business Days prior to commencing work under the Contract.	Observation and Inspection	\$50 per day
25. SOW: Sub-paragraph 6.5.3 - Training Assigned Tasks and Safety	Contractor shall ensure all Security Guards and Security Guard Supervisors are trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked by the user daily for safety. All Security Guards and Security Guard Supervisors must be provided with, and trained in the use of, safety and protective equipment according to OSHA standards.	Observation and Inspection	\$50 per occurrence
26. SOW: Sub-paragraph 6.5.6 - Weapon Screening, Magnetometer and X-ray Machine Training	Contractor shall provide weapon screening, magnetometer, and X-ray machine training to Security Guards and Security Guard Supervisors located at Locations having such equipment. Training must be provided at the time Security Guard and Security Guard Supervisors are assigned to Post. Contractor shall certify that Security Guard is competent in equipment use, as indicated in Attachment 3, Training Outline, of the SOW.	Observation and Inspection	\$50 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
27. SOW: Sub-paragraph 6.5.7 - Quarterly Customer Service Training	Every three (3) months, Contractor shall provide one (1) hour of Customer Service Training instruction to all assigned security personnel. Quarterly Customer Service Training shall include all topics set forth under Section II, "Mandatory Courses, Public Relations (Community and Customer)," per Attachment 3, Training Outline, and Attachment 4, Statement on Workplace Equality, of the SOW. Contractor shall provide customer service training, repeated quarterly, to all assigned security personnel and ensure contract personnel continuously display courtesy, cultural sensitivity, good manners, and a professional and respectful demeanor. These courses are mandatory in addition to the continuing education courses specified in Section V, Continuing Education Courses of Attachment 3, Training Outline, of the SOW.	Observation, review and Inspection of Records	\$50 per occurrence
28. SOW: Sub-paragraph 6.6 - Contractor Office	Contractor shall answer calls received by the answering service within one (1) hour of receipt of County Call.	Observation	\$25 per hour beyond the one (1) hour call back time.
29. SOW: Sub-paragraph 6.7 - Contractor Business Continuity Plan (BCP) - Emergency Response	Prepare a BCP for each Location within thirty (30) calendar days of commencement of the Contract and submit to County Project Director and County Project Manager, for approval. BCP requirements are to be met completely and at all times, as specified in Subparagraphs 6.7.1, 6.7.2, and 6.7.3 of this Statement of Work.	Observation, review and Inspection of Records	\$1,000 per occurrence for failure to comply with any component of the BCP requirement; and, if non-compliance persists, possible termination for default of Contract for continued failure to perform; and debarment for up to three years.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
30. SOW: Sub-paragraph 7.1 - Security Guard and Security Guard Supervisor General Requirements and Qualifications, Sub-paragraph 7.1.1	Security Guards and Security Guard Supervisors shall possess basic writing skills and computer knowledge for note-taking and completing report forms; the ability to write and speak in English; the ability to work with the public and with County employees; and the ability to accept responsibility and work independently.	Observation, random and/or scheduled inspection of reports	\$50 per occurrence per employee
31. SOW: Sub-paragraph 7.1 - Security Guard and Security Guard Supervisor General Requirements and Qualification, Sub-paragraph 7.1.2	Security Guards and Security Guard Supervisors shall have satisfactorily completed California DCA, BSIS, and County training requirements as required in the SOW and otherwise.	Observation and inspection of reports	\$50 per occurrence per employee
32. SOW: Sub-paragraph 7.1 - Security Guard and Security Guard Supervisor General Requirements and Qualification, Sub-paragraph 7.1.4	Security Guards and Security Guard Supervisors shall have a working knowledge of pertinent California Penal Code Sections (i.e., power of arrest, and search and seizure)	Observation and inspection of employee files	\$50 per occurrence per employee
33. SOW: Sub-paragraph 7.1 - Security Guard and Security Guard Supervisor General Requirements and Qualification, Sub-paragraph 7.1.5	Security Guards and Security Guard Supervisors shall keep current and have the proper and current certificates and licenses required to perform the services under the Contract, including but not limited to those specified in Sub-paragraph 6.3.3- Administrative File, of the SOW.	Inspection of employee files and reports	\$50 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
34. SOW: Sub-paragraph 7.1 - Security Guard and Security Guard Supervisor General Requirements and Qualification, Sub-paragraph 7.1.6	Security Guards and Security Guard Supervisors shall be in good physical condition and shall be able to carry out all work requirements specified in the Contract.	Observation and inspection of employee files and management reports	\$50 per occurrence per employee
35. SOW: Sub-paragraph 7.1 - Security Guard and Security Guard Supervisor General Requirements and Qualification, Sub-paragraph 7.1.7	Security Guards and Security Guard Supervisors must receive site-specific training, when starting work at a new Location, provided by County and/or Security Guard Supervisors prior to or after beginning work under the Contract, as stated in Post Orders provided by the Department (as described in Sub-paragraph 5.1.5.1 - Post Orders, of the Statement of Work).	Observation and inspection of employee files and management reports	\$50 per occurrence per employee
36. SOW: Sub-paragraph 7.2 - General Performance Requirements, Sub-paragraph 7.2.1	Security Guards and Security Guard Supervisors shall not eat, read, or use personal radios, cellular telephones, televisions, any kind of electronic entertainment devices, Compact Disc or tape players, or tape players at their Posts at any time.	Observation and inspection	\$50 per occurrence per employee
37. SOW: Sub-paragraph 7.2 - General Performance Requirements, Sub-paragraph 7.2.2	Security Guards and Security Guard Supervisors shall be punctual, remain awake, alert, and attentive during their shifts, without exception.	Observation and random site visits	\$500 Open Post assessment per occurrence per employee
38. SOW: Sub-paragraph 7.2 - General Performance Requirements, Sub-paragraph 7.2.3	Security Guards and Security Guard Supervisors shall be attired in full uniform as specified in Subparagraph 6.4.1, Uniforms/Identification Badges, of the Statement of Work.	Observation and inspection	\$50 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
39. SOW: Sub-paragraph 7.2 - General Performance Requirements, Sub-paragraph 7.2.4	Security Guards and Security Guard Supervisors shall not remove or borrow items owned by County employees. Such items include, but are not limited to, radios, heaters, fans, etc.	Observation and random site inspection	\$50 per occurrence per employee
40. SOW: Sub-paragraph 7.2 - General Performance Requirements, Sub-paragraph 7.2.5	Contractor is responsible for filling assigned Posts at all times according to the schedule set forth in Attachment 2, Minimum Staffing Plan by SPA, of this Statement of Work. Security Guards and Security Guard Supervisors shall not leave their assigned Posts until properly relieved. Contractor shall be responsible for payment of relief staff.	Observation, inspection of timesheets, management reports and random site visit	\$500 assessment per occurrence per employee
41. SOW: Sub-paragraph 7.2 - General Performance Requirements, Sub-paragraph 7.2.6	Security Guards and Security Guard Supervisors shall not use any County telephones except for the purpose of making or receiving calls to or from their supervisors, emergency contacts, or County representatives.	Observation and inspection	\$50 per occurrence per employee
42. SOW: Sub-paragraph 7.2 - General Performance Requirements, Sub-paragraph 7.2.7	Security Guards and Security Guard Supervisors shall present a businesslike demeanor at all times. Excessive socializing with the public, County employees, or other Security Guards and Security Guard Supervisors during working hours is prohibited.	Observation and random site visits	\$50 per occurrence per employee
43. SOW: Sub-paragraph 7.2 - General Performance Requirements, Sub-paragraph 7.2.8	Security Guards and Security Guard Supervisors shall maintain their Post desk in a neat and presentable manner.	Observation and inspection	\$25 per occurrence per employee
44. SOW: Sub-paragraph 7.2 - General Performance Requirements, Sub-paragraph 7.2.9	Security Guards and Security Guard Supervisors shall have a good working knowledge of self-defense and public restraint procedures.	Observation	\$50 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
45. SOW: Sub-paragraph 7.2 - General Performance Requirements, Sub-paragraph 7.2.10	Security Guards and Security Guard Supervisors shall react quickly and take command of emergency situations and use sound judgment and discretion in handling unruly or trespassing members of the public.	Observation and random site inspection	\$50 per occurrence per employee
46. SOW: Sub-paragraph 7.2 - General Performance Requirements, Sub-paragraph 7.2.11	Security Guards and Security Guard Supervisors, and other Contractor employees, shall not bring visitors, firearms or contraband into Locations.	Observation and random site visits	\$250 per occurrence per employee
47. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.1	Sign-in and sign-out each day using both an Electronic Post Confirmation System and a Security Guard Sign In/Out Sheet, provided by the Contractor located at each Post. Guards shall report to work on time and hold over on assigned duties until relieved.	Observation, inspection of time sheets and random site visits	\$100 per occurrence per employee
48. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.2	Operate weapon screening equipment, including x-ray machine and magnetometers, both screen-operated and hand-held, if required.	Observation and random site visit	\$50 per occurrence per employee
49. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.4	Detain individuals for further investigation or arrest when circumstances and conditions warrant such action.	Observation, review of written incident and other management reports	\$50 per occurrence per employee
50. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.5	Intervene when necessary to prevent injurious acts to persons or property, conduct searches, as required, for firearms and contraband, and provide details on individuals for investigations, detention or arrest.	Observation, review of written incident reports and other management reports	\$500 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
51. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.6	Visually screen packages and parcels carried in and out of a Location to secure against theft and prepare written records of contents. Ensure transmittal forms contain authorized signature to accompany materials and items being removed from the Location.	Observation, review of transmittal forms and reports	\$50 per occurrence
52. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.7	Investigate questionable acts or behavior observed or reported on County property and question witnesses and suspects to ascertain or verify facts.	Observation and review of incident reports	\$50 per occurrence
53. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.8	Answer questions and provide escort services as needed to members of the public or County employees.	Observation and random site visit	\$50 per occurrence per employee
54. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.9	Monitor the security of safes and secure areas within each Location where equipment or items of value are stored.	Observation, review of written incident reports and other management reports	\$50 per occurrence per employee
55. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.10	Lock and unlock gates and doors as directed in Post Orders or by Facility Administrator.	Observation, site inspection and review of reports	\$50 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
56. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.11	Turn off and/or dim lights, and close window coverings at a Location as directed in Post Orders or by Facility Administrator.	Observation, site inspection and review of reports	\$50 per occurrence per employee
57. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.12	Ensure that only authorized personnel are permitted access to closed or restricted Locations or areas; and detain unidentified or unauthorized individuals. Visually inspect all persons, including County employees, for proper identification and require such individuals to sign in and sign out of a Location, as required in Post Orders or by Facility Administrator.	Observation and review of incident reports	\$100 per occurrence
58. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.13	Raise and lower flags at designated times according to Post Orders or as directed by Facility Administrator.	Observation and random site visit	\$50 per occurrence
59. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.14	Respond to reports of ill or injured visitors, patrons, or employees; render first aid and notify local law enforcement and/or Department personnel or Location administrator, as soon as practicably feasible if further assistance is necessary or desirable.	Observation and review of written incident reports	\$50 per occurrence per employee
60. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.15	Relay reports of bomb threats immediately to local law enforcement, and/or Department personnel, or Location administrator; participate in bomb searches organized by County Services Bureau or other law enforcement agency personnel.	Observation and review of written incident reports	\$500 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
61. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.16	Respond to scene of locally-activated fire, burglary, or other alarms; evaluate the situation, and take appropriate action.	Observation and review of written incident reports	\$50 per occurrence per employee
62. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.17	Monitor building alarm systems and electronic surveillance equipment, such as closed circuit television (CCTV) monitors, in buildings, halls, or parking lots, as required in Post Orders or as directed by Facility Administrator.	Observation and review of incident reports	\$50 per occurrence
63. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.18	Receive additional training in the use of County and/or Contractor-provided radio equipment, including knowledge of all appropriate codes, and ensure that such equipment is properly used, stored and maintained as required by Location.	Observation and inspection	\$50 per occurrence per employee
64. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.19	Conduct regular patrols of Locations, utilizing Contractor-issued motor vehicles, as required in Post Orders or as directed by Facility Administrator.	Observation, random inspections and review of reports	\$50 per occurrence
65. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.20	Possess working knowledge of assigned Location; and procedures for reporting and/or correcting hazardous conditions.	Observation and review of written incident reports	\$50 per occurrence
66. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.21	Monitor parking as directed in Post Orders or as directed by Facility Administrator.	Observation and random site visits	\$50 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
67. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.22 a)	Security Guards shall not store baton, or Sam/Sally Browne belt at any Location where services under the Contract are being provided, unless specifically authorized, in writing, by County Project Director.	Observation, random inspection and written incident reports	\$100 per occurrence
68. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.22 b)	Security Guards shall not remove, batons, Sam/Sally Browne belts from their persons or leave such items unattended at any Location, unless under extreme emergency or in a life threatening situation, or unless specifically authorized, in writing, by County Project Director.	Observation, inspection and written incident reports	\$200 per occurrence per employee
69. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.22 e)	In the event of an incident involving serious misuse of authority or violation of firearm regulations by Security Guard or any Contractor employees, County Project Manager may proceed with and conduct an administrative investigation. Contractor shall fully cooperate with County in such situation, including, but not limited to, submitting documentation requested by County Project Manager, and allowing Contractor employees to be interviewed at a Location designated by County Project Manager.	Interview, inspection of documents and written incident reports	\$200 per occurrence per employee
70. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraphs 7.4.1, and 7.4.5	Provide direction and instruction to posted and/or patrolling Security Guards by making daily rounds of assigned Locations and monitoring Security Guards' performance under the Contract. Be available for inspections from County Project Director, County Project Manager, County Contract Monitors and other DHS personnel.	Observation, scheduled and random site visits	\$100 per occurrence per Security Guard Supervisor
71. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraph 7.4.2	Explain post procedures which are outlined in Post Orders to assigned Security Guards.	Observation, scheduled and random site visits	\$100 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
72. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraph 7.4.3	Immediately respond to on-site emergencies, provide support as needed.	Observation and incident reports	\$100 per occurrence
73. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraph 7.4.4	Provide training to Security Guards under his/her supervision and ensure that each Security Guard fully understands the duties and services to be provided under the Contract, prior to Security Guard starting work as set forth throughout the Contract.	Observation, inspection of training records & Interview	\$50 per occurrence per Security Guard Supervisor
74. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraph 7.4.6	Be available to the Security Guards under his/her supervision at all times during the assigned shift.	Observation, random site visits and guard Interviews	\$100 per occurrence
75. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraph 7.4.7	Provide technical and administrative procedural assistance to Security Guards as appropriate.	Observation, random site visits and guard Interviews	\$100 per occurrence
76. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraph 7.4.8	Ensure that assigned Security Guard coverage is appropriate and adequate to meet County requirements.	Observation, inspection of log sheets, management reports and random inspections	\$100 per occurrence
77. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraph 7.4.10	Respond to requests from Security Guards for assistance.	Observation, random site visits, and guard Interviews	\$100 per occurrence
78. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraph 7.4.11	Have a thorough knowledge of radio usage and codes, and train Security Guards in these areas.	Observation, inspection of employee files and management reports	\$100 per occurrence
79. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraph 7.4.12	Conduct investigations of incidents and prepare a written memorandum, SIR, or other documentation as appropriate.	Inspection of incident and management reports	\$50 per occurrence per Security Guard Supervisor

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
80. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraph 7.4.13	Drive a Contractor-provided motor vehicle to the different assigned Locations.	Observation, inspection of work schedules, log books and records	\$200 per occurrence
81. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraph 7.4.14	Sign-in and sign-out at visited locations. A Security Guard Supervisor sign in/out sheet, provided by the Contractor, shall be used to record each Location visited.	Observation, inspection of time sheets and random site visits	\$100 per occurrence Security Guard Supervisor
82. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraph 7.4.15	Provide relief for Security Guard breaks and meals as required.	Observation and inspection	\$50 per occurrence per Security Guard Supervisor
83. SOW: Sub-paragraph 8.1 - Invoices	Contractor shall furnish to County, in a timely manner, true, accurate, and complete Monthly Invoice(s), with all necessary supporting documentation, as set forth in Sub-paragraph 5.5 - Invoices and Payments, of the Contract.	Review of report	\$50 per occurrence for incomplete, inaccurate, or late monthly invoices
84. SOW: Sub-paragraph 8.3 - Monthly Inspection Report	A "Monthly Inspection Report" (MIR) is to be completed by the tenth (10 th) calendar day of each month for each Location for which services were provided, according to Attachment 2, Minimum Staffing Plan by SPA, of the SOW, which shall provide full details on all services provided, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action shall be provided. A complete record of all MIRs conducted by Contractor shall be made available upon request by County.	Review of report	\$50 per occurrence for any incomplete or delayed report.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
85. SOW: Sub-paragraph 8.5 - Procedural Manual	Contractor shall develop and provide a Procedural Manual describing how Contractor will inform their employees of procedural changes made by County or other entity to its employees, at least ten (10) Business Days prior to commencing work under the Contract.	Review of plan	\$50 per day late.
86. SOW: Sub-paragraph 8.6 - Background Investigation Clearance Report	Contractor shall forward a Background Investigation Clearance Report to County Project Manager by the tenth (10 th) calendar day of each month. The Background Investigation Clearance Report shall include employee name, Location, guard registration card number, and date background cleared by County.	Review of report	\$50 per day late.
87. SOW: Sub-paragraph 8.7 - Complaint Investigation Procedures	Contractor shall develop, maintain, and follow procedures for receiving, investigating and responding to complaints by Security Guards, Security Guard Supervisors, members of the public, and or County personnel. Contractor shall provide County with Contractor's policy for review as set forth in Sub-paragraph 8.5 - Complaints, of the Contract, within ten (10) Business Days prior to commencing work under the Contract.	Review of manual	\$50 per day late.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
<p>88. SOW: Sub-paragraph 8.7 - Complaint Investigation Procedures, and Contract: Sub-paragraph 8.5 – Complaints, Sub-paragraphs 8.5.5 and 8.5.8</p>	<p>Contractor shall maintain a complaint log of all complaints received from Security Guards, Security Guard Supervisors, members of the public and County personnel. Complaints relating to employee appearance, attitude, or work performance shall be recorded, and immediate notification made to County Project Manager as set forth in sub-paragraph 8.5.5 of the Contract. The complaint log shall contain the date of receipt of the complaint, name of the complainant, nature of the complaint, time and action taken, or reason for inaction. An updated copy of the Complaint Log shall be made available to County Project Manager upon request as set forth in sub-paragraph 8.5.8 of the Contract</p>	<p>Observation, inspection of log sheets, management reports and random inspections</p>	<p>\$50 per day for delay in required reporting</p>
<p>89. SOW: Sub-paragraph 8.8.1 - Training Tracker, Training Compliance Report, and Notification of Required County Training</p>	<p>Contractor shall ensure that all Security Guard and Security Guard Supervisors remain current in all required training and certifications, including required updates provided by County. Contractor will establish a method of tracking all required certificates, training, and training updates needed to maintain compliance with the Contract. Contractor shall provide a Training Compliance Report at the time of the quarterly performance evaluation meetings, or as requested by County Project Manager.</p>	<p>Observation and Inspection</p>	<p>\$100 per occurrence</p>

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
90. SOW: Sub-paragraph 8.8.2 - In-Service Training Report	Contractor shall provide a Monthly Report of all in-service training (training received while providing services at a Location) to County Project Manager by the tenth (10 th) calendar day of the following month in which training has been completed.	Review and Inspection	\$50 per day for delay in required reporting
91. SOW: Sub-paragraph 8.8.3 - Security Guard and Supervisor Training File	Contractor shall be responsible for maintaining a Training File for each employee assigned to provide services under the Contract. The Training File shall contain copies of: completed Contractor background investigation records; records of training received from Contractor or County with dated certificates of completion; current cards, licenses, and certifications; a brief biological sketch of the employee; and any additional information as required by County. The Training File shall be kept by Contractor, updated with current information on an on-going basis, and made available for inspection upon request by County, state, or federal representatives. On-site storage and retrieval of Security Guard and Security Guard Supervisor Training Files may be required, based on the needs of the Location where services are performed.	Review and Inspection	\$100 per incomplete/missing employee file, per inspection, as noted under number Twenty-five (25), Training File, and number One Hundred One (101) of this PRS.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
92. SOW: Sub-paragraph 8.9 - Notification of Infectious Potential	Contractor shall immediately notify the County Project Manager of any Security Guard or Security Guard Supervisor reporting contact with, or evidencing signs or symptoms indicating the presence of, an infectious disease. Any Security Guard or Security Guard Supervisor determined to have infectious potential shall be removed from his/her post until it has been determined that the individual is no longer infectious as evidenced by a doctor's note. Contractor shall, utilizing available public information, make its employees aware of recommended vaccinations for diseases that can be prevented by vaccination.	Review and Inspection	\$100 per day for delay in reporting. \$100 per occurrence for failure to remove infectious Security Guard or Security Guard Supervisor \$100 per occurrence for failure to provide vaccination information.
93. SOW: Sub-paragraph 8.10 - Security Guard and Security Guard Supervisor Medical Records	Contractor shall maintain Security Guard and Security Guard Supervisor medical records as set forth in Section 8.11, Security Guard and Security Guard Supervisor Medical Records, of the SOW. To the extent expressly authorized by law, Security Guard and Security Guard Supervisor medical records shall be maintained and made available for review upon the request of appropriate County personnel, local, or State health officials. On-site storage and retrieval of some Security Guard and Security Guard Supervisor medical records may be required, based on the needs of the Location where services are to be performed.	Review and Inspection	\$100 per occurrence
94. SOW: Sub-paragraph 8.11 - Illness and Injury Prevention Program	Contractor shall, upon award of Agreement, provide County Project Manager with a copy of Contractor's CAL/OSHA-compliant Illness and Injury Prevention Program (IIPP).	Review and Inspection	\$50 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
95. SOW: Sub-paragraph 8.12 - Daily/Weekly Reporting Documents	Contractor shall maintain Security Guard and Security Guard Supervisor Sign In/Out Sheets, and Daily Activity Reports (DAR) at each Location where services are provided. The completed Sign In/Out Sheets shall be submitted with monthly invoices to County Project Manager, or designee, for review.	Review and Inspection	\$100 per incomplete/missing documents \$50 per day for each document for delay in submission
96. SOW: Sub-paragraph 8.13 - Security Incident Report (SIR)	Security Guards or Security Guard Supervisors shall immediately report to County Project Director any incidents involving discharge of firearms, bodily injury, fire, theft, and other incidents that involve fire, law enforcement, health authorities, and/or Facility Administrator response. Security Guards or Security Guard Supervisors shall immediately follow up on these incidents by preparing written memorandum and/or a Security Incident Report (SIR). Written documentation shall describe the incident(s) in detail, and be submitted to County Project Manager before the end of the shift, or, if incidents occur after hours, the next morning.	Review and Inspection	\$100 per occurrence for failure to make immediate notification as required. \$50 per day for delay in submission

SOW ATTACHMENT 6
CONTRACT DISCREPANCY REPORT (CDR)

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

SAMPLE LIVING WAGE - CONTRACTOR STAFFING PLAN BY LOCATION

DATE: 02/02/2019
 COMPANY NAME: XYZ COMPANY
 COMPANY ADDRESS: 1234 STREET, CITY STATE ZIP
 PROJECT: SECURITY SERVICES
 DEPARTMENT NAME: XXXX DEPT

FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	ROVER(S)	WORK SCHEDULE	HOURS WORKED PER DAY	FULL TIME/PART TIME	HOURLY RATE	HEALTH INS. YES/NO	HOURS							COUNTY TOTAL HRS	NON-CHTY TOTAL HRS	HIRE DATE	TERMINATION DATE
									MON.	TUES	WEDS	THURS	FRI	SAT	SUN				
LANCASTER	NAME	OFFICER		8:00 TO 17:00	8	FULL TIME	\$11.84	No	8	8	8	8	8			40		5/1/2001	
1150 AVENUE J																			
LANCASTER																			
POMONA	NAME	OFFICER		8:00 - 19:00	10	FULL TIME	\$9.64	YES	10	10	10	10				40		11/13/2001	
100 W. SECOND STREET	NAME	OFFICER		8:00 TO 18:00	10	FULL TIME	\$9.64	No	10	10	10	10				30	10		
POMONA																			
SANTA FE SPRINGS	NAME	OFFICER		8:00 - 17:00	11	FULL TIME	\$11.84	No	8	8	8	8				40		5/5/2001	
10288 S SLUSHER DRIVE				17:00 TO 20:00			\$17.76	No	3	3	3	3				15 OT			
SANTA FE SPRINGS																			
SHATIO	NAME	OFFICER		7:00 TO 18:00	10	FULL TIME	\$11.84	No	10	10	10	10				40		7/2/2001	
418 SHATIO BLVD	NAME	ROVER	ROVER	7:00 TO 18:00	10	PART TIME	\$11.84	No				10				10		8/30/2001	
LOS ANGELES																			
WILSHIRE	NAME	OFFICER 0-1		8:00 TO 18:00	8	FULL TIME	\$11.84	No	8	8	8	8				40		5/20/2001	
9078 WILSHIRE BLVD.		OFFICER 0-2		18:00 TO 24:00	8	FULL TIME	\$11.84	No	8	8	8	8				40		5/21/2001	
LOS ANGELES		OFFICER 0-3		24:00 TO 8:00	8	FULL TIME	\$11.84	No	8	8	8	8				40		5/21/2001	
	NAME		ROVER	8:00 TO 18:00	8	FULL TIME	\$11.84	No				8	8			16 OT		7/28/2001	
	NAME		ROVER	18:00 TO 24:00	8	FULL TIME	\$11.84	No				8	8			16 OT		7/7/2001	
	NAME		ROVER	24:00 TO 8:00	8	PART TIME	\$11.84	No				8	8			16		7/12/2001	
	NAME	SUPVR 4			2	FULL TIME	\$24.00	YES	2	2	2	2				10	30	5/1/2001	

Sector 1 Lancaster, North Hollywood
 Sector 2 Covina, Pomona, and Monterey Park
 Sector 3 Pasadena, Torrance, Commerce, El Monte and Lakewood
 Sector 4 Los Angeles

**EXHIBIT B - PRICING SCHEDULE
UNARMED SECURITY GUARD SERVICES
SOUTH ZONE - SPAS SIX, SEVEN, AND EIGHT**

GUARD ITEM	SOUTH ZONE - SPA SIX - SOUTH											
	HOURS REQUIRED		May 1, 2019 - Jan 31, 2020		Feb 1, 2020 - Jan 31, 2021		Feb 1, 2021 - Jan 31, 2022		Feb 1, 2021 - Jan 31, 2022		SOUTH ZONE	
	MONTHLY	ANNUAL	RATE	1ST EXTENSION	RATE	2ND EXTENSION	RATE	EXTENSION	RATE	EXTENSION	RATE	CONTRACT TOTAL
UNARMED	10,272	123,196	\$ 32.06	\$ 2,963,923.28	\$ 34.00	\$ 4,188,664.00	\$ 36.08	\$ 4,444,911.68	\$ 36.08	\$ 4,444,911.68	\$ 11,597,499.96	
ARMED	0	0	\$ 33.86	\$ -	\$ 35.92	\$ -	\$ 38.11	\$ -	\$ 38.11	\$ -	\$ -	
SUPERVISOR	973	11,680	\$ 35.12	\$ 307,650.15	\$ 37.25	\$ 435,080.00	\$ 39.52	\$ 461,593.60	\$ 39.52	\$ 461,593.60	\$ 1,204,323.75	
POST COMMANDER	173.81	2,080	\$ 40.49	\$ 63,338.10	\$ 42.95	\$ 89,336.00	\$ 45.57	\$ 94,785.60	\$ 45.57	\$ 94,785.60	\$ 247,459.70	
TOTAL	11,419	136,956		\$ 3,334,911.52		\$ 4,713,080.00		\$ 5,001,290.88		\$ 5,001,290.88	\$ 13,049,282.40	

GUARD ITEM	SOUTH ZONE - SPA SEVEN - EAST											
	HOURS REQUIRED		May 1, 2019 - Jan 31, 2020		Feb 1, 2020 - Jan 31, 2021		Feb 1, 2021 - Jan 31, 2022		Feb 1, 2021 - Jan 31, 2022		SOUTH ZONE	
	MONTHLY	ANNUAL	RATE	1ST EXTENSION	RATE	2ND EXTENSION	RATE	EXTENSION	RATE	EXTENSION	RATE	CONTRACT TOTAL
UNARMED	7,192	86,232	\$ 32.06	\$ 2,075,056.00	\$ 34.00	\$ 2,931,888.00	\$ 36.08	\$ 3,111,250.56	\$ 36.08	\$ 3,111,250.56	\$ 8,118,234.56	
ARMED	0	0	\$ 33.86	\$ -	\$ 35.92	\$ -	\$ 38.11	\$ -	\$ 38.11	\$ -	\$ -	
SUPERVISOR	730	8,760	\$ 35.12	\$ 230,738.40	\$ 37.25	\$ 326,310.00	\$ 39.52	\$ 346,195.20	\$ 39.52	\$ 346,195.20	\$ 903,243.60	
POST COMMANDER	0	0	\$ 40.49	\$ -	\$ 42.95	\$ -	\$ 45.57	\$ -	\$ 45.57	\$ -	\$ -	
TOTAL	7,922	94,992		\$ 2,305,804.40		\$ 3,258,198.00		\$ 3,457,445.76		\$ 3,457,445.76	\$ 9,021,478.16	

GUARD ITEM	SOUTH ZONE - SPA EIGHT - SOUTHBAY											
	HOURS REQUIRED		May 1, 2019 - Jan 31, 2020		Feb 1, 2020 - Jan 31, 2021		Feb 1, 2021 - Jan 31, 2022		Feb 1, 2021 - Jan 31, 2022		SOUTH ZONE	
	MONTHLY	ANNUAL	RATE	1ST EXTENSION	RATE	2ND EXTENSION	RATE	EXTENSION	RATE	EXTENSION	RATE	CONTRACT TOTAL
UNARMED	14,856	178,170	\$ 32.06	\$ 4,286,657.00	\$ 34.00	\$ 6,057,780.00	\$ 36.08	\$ 6,426,373.60	\$ 36.08	\$ 6,426,373.60	\$ 16,772,810.60	
ARMED	0	0	\$ 33.86	\$ -	\$ 35.92	\$ -	\$ 38.11	\$ -	\$ 38.11	\$ -	\$ -	
SUPERVISOR	730	8,760	\$ 35.12	\$ 230,738.40	\$ 37.25	\$ 326,310.00	\$ 39.52	\$ 346,195.20	\$ 39.52	\$ 346,195.20	\$ 903,243.60	
POST COMMANDER	173.81	2,080	\$ 40.49	\$ 63,338.10	\$ 42.95	\$ 89,336.00	\$ 45.57	\$ 94,785.60	\$ 45.57	\$ 94,785.60	\$ 247,459.70	
*ON SITE PROGRAM SUPERVISOR	0	0										
40 hrs/wk: SPA EIGHT - HARBOR UCLA MED CTR	0	0										
*PROGRAM MANAGER (OH)	0	0										
40 hrs/wk: SPA EIGHT - HARBOR UCLA MED CTR	15,760	189,010		\$ 4,580,733.50		\$ 6,473,426.00		\$ 6,869,354.40		\$ 6,869,354.40	\$ 17,923,513.90	
TOTAL	15,760	189,010		\$ 4,580,733.50		\$ 6,473,426.00		\$ 6,869,354.40		\$ 6,869,354.40	\$ 17,923,513.90	

GUARD ITEM	SOUTH ZONE - SPAS SIX, SEVEN, AND EIGHT ENTER > ALL INCLUSIVE FIXED RATES											
	HOURS REQUIRED		May 1, 2019 - Jan 31, 2020		Feb 1, 2020 - Jan 31, 2021		Feb 1, 2021 - Jan 31, 2022		Feb 1, 2021 - Jan 31, 2022		SOUTH ZONE	
	MONTHLY	ANNUAL	RATE	1ST EXTENSION	RATE	2ND EXTENSION	RATE	EXTENSION	RATE	EXTENSION	RATE	CONTRACT TOTAL
UNARMED	32,320	387,598	\$ 32.06	\$ 9,325,676.28	\$ 34.00	\$ 13,178,332.00	\$ 36.08	\$ 13,984,535.84	\$ 36.08	\$ 13,984,535.84	\$ 36,489,544.12	
ARMED	0	0	\$ 33.86	\$ -	\$ 35.92	\$ -	\$ 38.11	\$ -	\$ 38.11	\$ -	\$ -	
SUPERVISOR	2,433	29,200	\$ 35.12	\$ 769,126.95	\$ 37.25	\$ 1,087,700.00	\$ 39.52	\$ 1,153,984.00	\$ 39.52	\$ 1,153,984.00	\$ 3,010,810.95	
POST COMMANDER	347.62	4,160	\$ 40.49	\$ 126,676.20	\$ 42.95	\$ 178,672.00	\$ 45.57	\$ 189,571.20	\$ 45.57	\$ 189,571.20	\$ 494,919.40	
*OVERHEAD (OH)												
*PROGRAM SUPERVISORS (OH):												
ONE per ZONE - EACH shift AM, PM, EM	0	0										
*ON SITE PROGRAM SUPERVISOR (OH)	0	0										
40 hrs/wk: SPA EIGHT - HARBOR UCLA MED CTR	0	0										
*PROGRAM MANAGER (OH)	0	0										
40 hrs/wk: SPA EIGHT - HARBOR UCLA MED CTR	35,101	420,956		\$ 10,221,479.43		\$ 14,444,704.00		\$ 15,328,091.04		\$ 15,328,091.04	\$ 39,984,274.47	
TOTAL	35,101	420,956		\$ 10,221,479.43		\$ 14,444,704.00		\$ 15,328,091.04		\$ 15,328,091.04	\$ 39,984,274.47	

*Over Head (OH): Required position, not billed directly to County
County of Los Angeles
Department of Health Services

**EXHIBIT B - PRICING SCHEDULE
UNARMED SECURITY GUARD SERVICES**

GUARD ITEM	OVERTIME/SPECIAL RATES (FILLS AUTOMATICALLY)			SOUTH ZONE - SPAS SIX, SEVEN, AND EIGHT			SOUTH ZONE			
	HOURS REQUIRED			May 1, 2019 - Jan 31, 2020			Feb 1, 2021 - Jan 31, 2022			
	MONTHLY	ANNUAL	RATE	1ST EXTENSION	2ND EXTENSION	RATE	EXTENSION	RATE	EXTENSION	CONTRACT TOTAL
UNARMED	0	0	\$ 48.09	\$	\$	\$	\$	\$ 54.12	\$	\$
ARMED	0	0	\$ 50.79	\$	\$	\$	\$	\$ 57.17	\$	\$
SUPERVISOR	0	0	\$ 52.68	\$	\$	\$	\$	\$ 59.28	\$	\$
POST COMMANDER	0	0	\$ 60.74	\$	\$	\$	\$	\$ 68.36	\$	\$
TOTAL										1,199,671.01

GUARD ITEM	CENTRAL ZONE - SPAS THREE AND FIVE			CENTRAL ZONE - SPA THREE - SAN GABRIEL VALLEY			SPA THREE			
	HOURS REQUIRED			Feb 1, 2020 - Jan 31, 2021			3RD EXTENSION YEAR			
	MONTHLY	ANNUAL	RATE	1ST EXTENSION	2ND EXTENSION	RATE	EXTENSION	RATE	EXTENSION	CONTRACT TOTAL
UNARMED	1,043	12,480	\$ 32.72	\$ 307,101.41	\$ 34.70	\$ 433,056.00	\$ 36.82	\$ 459,513.60	\$	\$ 1,199,671.01
ARMED	0	0	\$ 34.51	\$	\$	\$	\$ 38.83	\$	\$	\$
SUPERVISOR	0	0	\$ 35.78	\$	\$	\$	\$ 40.27	\$	\$	\$
POST COMMANDER	0	0	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL										1,199,671.01

GUARD ITEM	CENTRAL ZONE - SPA FIVE - WEST			CENTRAL ZONE - SPA THREE AND FIVE			SPA THREE			
	HOURS REQUIRED			May 1, 2019 - Jan 31, 2020			Feb 1, 2021 - Jan 31, 2022			
	MONTHLY	ANNUAL	RATE	1ST EXTENSION	2ND EXTENSION	RATE	EXTENSION	RATE	EXTENSION	CONTRACT TOTAL
UNARMED	0	0	\$ 32.72	\$	\$	\$ 34.70	\$	\$ 36.82	\$	\$
ARMED	0	0	\$ 34.51	\$	\$	\$ 36.60	\$	\$ 38.83	\$	\$
SUPERVISOR	0	0	\$ 35.78	\$	\$	\$ 37.95	\$	\$ 40.27	\$	\$
POST COMMANDER	0	0	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL										1,199,671.01

GUARD ITEM	CENTRAL ZONE - SPAS THREE AND FIVE			CENTRAL ZONE - SPAS THREE AND FIVE			SPA THREE			
	HOURS REQUIRED			May 1, 2019 - Jan 31, 2020			Feb 1, 2021 - Jan 31, 2022			
	MONTHLY	ANNUAL	RATE	1ST EXTENSION	2ND EXTENSION	RATE	EXTENSION	RATE	EXTENSION	CONTRACT TOTAL
UNARMED	1,043	12,480	\$ 32.72	\$ 307,101.41	\$ 34.70	\$ 433,056.00	\$ 36.82	\$ 459,513.60	\$	\$ 1,199,671.01
ARMED	0	0	\$ 34.51	\$	\$	\$	\$ 38.83	\$	\$	\$
SUPERVISOR	0	0	\$ 35.78	\$	\$	\$	\$ 40.27	\$	\$	\$
POST COMMANDER	0	0	\$	\$	\$	\$	\$	\$	\$	\$
*OVERHEAD (OH)	0	0	\$	\$	\$	\$	\$	\$	\$	\$
*PROGRAM SUPERVISORS (OH):										
ONE per ZONE - EACH shift AM, PM, EM										
TOTAL										1,199,671.01

GUARD ITEM	OVERTIME/SPECIAL RATES (FILLS AUTOMATICALLY)			CENTRAL ZONE - SPAS THREE AND FIVE			SOUTH ZONE			
	HOURS REQUIRED			May 1, 2019 - Jan 31, 2020			Feb 1, 2021 - Jan 31, 2022			
	MONTHLY	ANNUAL	RATE	1ST EXTENSION	2ND EXTENSION	RATE	EXTENSION	RATE	EXTENSION	CONTRACT TOTAL
UNARMED	0	0	\$ 48.08	\$	\$	\$ 52.05	\$	\$ 55.23	\$	\$
ARMED	0	0	\$ 51.77	\$	\$	\$ 54.90	\$	\$ 58.25	\$	\$
SUPERVISOR	0	0	\$ 53.67	\$	\$	\$ 56.93	\$	\$ 60.41	\$	\$
POST COMMANDER	0	0	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL										41,193,945

South and Central Zones			
Contractor	MAY 1, 2019 - JAN 31, 2020	FEB 1, 2021 - JAN 31, 2021	FEB 1, 2021 - JAN 31, 2022
Securitas Security Services, USA, Inc.	\$10,528,581	\$14,877,760	\$15,787,605
Total Amount			\$ 41,193,945

*Over Head (OH): Required position, not billed directly to County
County of Los Angeles
Department of Health Services

EXHIBIT C
CONTRACTOR'S SCHEDULE
INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

COUNTY ADMINISTRATION

AGREEMENT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

FACILITY ADMINISTRATOR/CHIEF OPERATIONS OFFICER

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT MONITOR:

Name: Centralized Contract Monitoring Division _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

AGREEMENT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR 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 Agreement until County receives this executed document.)

Contractor Name _____ Agreement No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into an Agreement 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 Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Agreement No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into an Agreement 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 Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

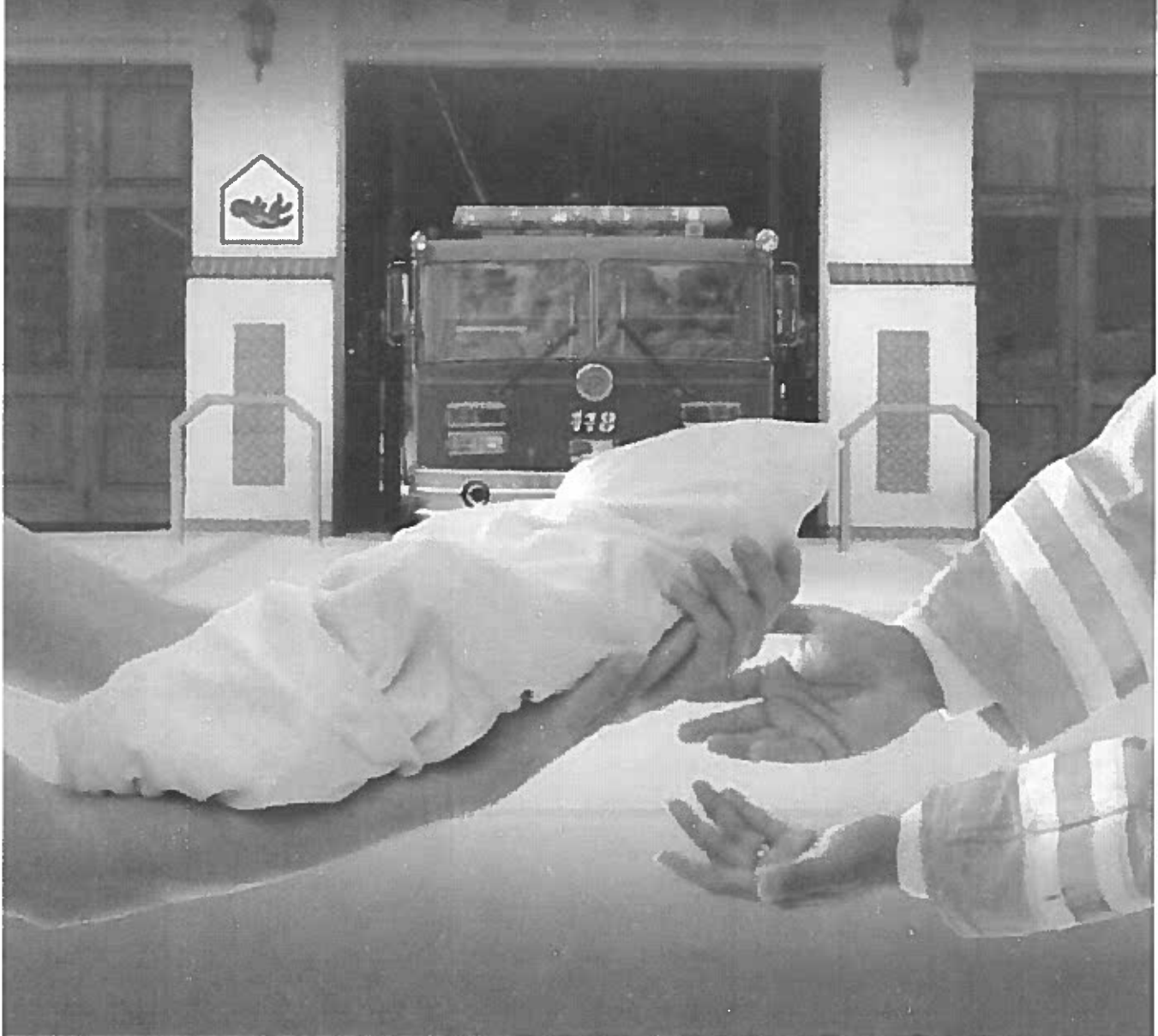
“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

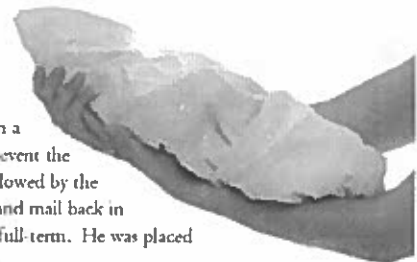
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



2.201.010 Findings.

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

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

2.201.020 Definitions.

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

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

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

C. "Employer" means:

1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.

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

E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.

F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

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

2.201.030 Prospective effect.

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

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8 - Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:

1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.

B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

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

2.201.050 Other provisions.

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

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

C. **Administration.** The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.

D. **Compliance Certification.** An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.

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

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

2.201.060 Employer retaliation prohibited.

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

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

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

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

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

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

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

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

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

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

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

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

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

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

2.201.090 Exceptions.

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

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

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

2.201.100 Severability.

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

(Ord. 99-0048 § 1 (part), 1999)

Living Wage Rate Annual Adjustments

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

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

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

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

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

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____
Company or Subcontractor
 on the _____
Service, Building or Work Site
 that during the payroll period commencing on the _____
Calendar Day of Month day of _____, and ending the _____
Month and Year day of _____
Calendar Day of Month

Month and Year all persons employed on said work site have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of _____
Company Name from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

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

<p>I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.</p>	
<p>Print Name and Title</p>	<p>Owner or Company Representative Signature:</p>
	<p>Date:</p>
<p>THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.</p>	

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation for	Services	

PROPOSER CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that Proposer and staff performing work under the Agreement will be in compliance. Proposer further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Agreement, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

**UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED
UNIVERSAL SECURITY SERVICES
FOR**

UNARMED SECURITY GUARD SERVICES

NORTH ZONE

78926

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
UNIVERSAL PROTECTION SERVICES, LP DBA ALLIED
UNIVERSAL SECURITY SERVICES
FOR
UNARMED SECURITY GUARD SERVICES
NORTH ZONE**

This Contract ("Contract") made and entered into this 12th day of March, 2019, by and between the County of Los Angeles, hereinafter referred to as County and Universal Protection Services, LP dba Allied Universal Security Services, a limited partnership organized under the laws of Delaware, located at 3701 Wilshire Boulevard, Suite 650, Los Angeles, California 90010 ("Contractor"), to provide Unarmed Security Guard Services for the Los Angeles County Department of Health Services("DHS" or "Department").

RECITALS

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

WHEREAS, the Contractor is a private firm specializing in providing Unarmed Security Guard Services; and

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

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

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

78926

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - (Intentionally omitted)
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibits:

Prop A - Living Wage Program

- 1.10 EXHIBIT J - Living Wage Ordinance
- 1.11 EXHIBIT K - Living Wage Rate Annual Adjustment
- 1.12 EXHIBIT L - Payroll Statement of Compliance
- 1.13 EXHIBIT M - Compliance with Fair Chance Employment Hiring Practices Certification

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts,

written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and Change Notices 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 **Administrative File:** An administrative file as described in sub-paragraph 6.3.3, Administrative File, of Exhibit A - Statement of Work of this Contract.
- 2.2 **Bilingual:** The ability to speak and understand English and another language.
- 2.3 **Business Day:** Monday through Friday, excluding County observed holidays.
- 2.4 **Contract:** This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
- 2.5 **Contractor:** The sole proprietor, partnership, or corporation that has entered into this Contract with County.
- 2.6 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.7 **County Project Director:** The person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.8 **County Project Manager:** The person designated by County's Project Director to manage the operations under this Contract.
- 2.9 **County Contract Monitors:** The persons designated by County with responsibility to oversee the day-to-day activities of this Contract, and responsible for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.

- 2.10 **County Administrator on Duty:** The person designated by County with responsibility to manage the operations of each shift for their respective location and is available twenty-four (24) hours a day, three hundred sixty-five (365) days a year.
- 2.11 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.12 **Department:** The Los Angeles County Department of Health Services.
- 2.13 **Director:** Director of Health Services or his/her designee.
- 2.14 **Electronic Post Confirmation System:** The automated check-in system which verifies Posts are staffed and alerts a Contractor dispatcher when a Security Guard or Security Guard Supervisor has not reported for duty. Data from the system is then used to create Contractor's invoice for services.
- 2.15 **Facility Administrator:** The person designated by County with the responsibility to oversee the day-to-day operations of a Location.
- 2.16 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.17 **General Post Order:** Proprietary documents written by the County that clearly outline duties, responsibilities, and expectations of all Security Guards and Security Guard Supervisors as set forth in subparagraph 5.1.5.1 - Post Orders of Exhibit A - Statement of Work.
- 2.18 **Living Wage Compliance Forms:** The County forms that are submitted by Contractor on a monthly basis to comply with Living Wage Ordinance reporting requirements. The three Living Wage Compliance Forms are: 1) Exhibit K - Living Wage Rate Annual Adjustments, 2) Exhibit L - Payroll Statement of Compliance, and 3) Attachment 7 - Living Wage Contractor Staffing Plan by Location of Exhibit A - Statement of Work.
- 2.19 **Location:** A County work site/service location such as hospital, facility, or clinic where security personnel perform Security Guard-related duties at a Post.
- 2.20 **Maximum Annual Contract Sum:** The total monetary amount that would be payable by County to Contractor in any Contract year for providing the required services under this Contract, as specifically set forth on Exhibit B - Pricing Schedule.

- 2.21 **Maximum Contract Sum:** The total monetary amount that would be payable by County to Contractor for providing the required services under this Contract for the entire term of this Contract, including all extension options, as specifically set forth on Exhibit B - Pricing Schedule.
- 2.22 **Monthly Inspection Report or MIR:** A Contractor form used to document services provided, problems identified, and corrective actions taken by Contractor.
- 2.23 **Open Post:** Any Post left unmanned for any period of time, including breaks and meal periods.
- 2.24 **Post:** A Security Guard assignment within a Location.
- 2.25 **Post Commander or PC:** A person designated by Contractor who is a Security Guard Supervisor with administrative responsibilities and dedicated to a particular Location, as set forth in Attachment 2 - Minimum Staffing Plan by SPA of Exhibit A - Statement of Work.
- 2.26 **Post Orders:** Proprietary documents created, issued, and maintained by the Department, which include General Post Orders and Site-Specific Post Orders, as set forth in sub-paragraph 5.1.5.1 – Post Orders of Exhibit A – Statement of Work.
- 2.27 **Program Manager:** The person designated by Contractor that is an employee of the Contractor and that is assigned to perform administrative duties for Contractor, such as time-keeping, payroll support, and Department and County Facility Administrator interface, at a dedicated Location, as set forth in Attachment 2 - Minimum Staffing Plan by SPA of Exhibit A - Statement of Work.
- 2.28 **Program Supervisor:** The person designated by Contractor that is an employee of the Contractor and that is assigned to perform administrative duties for Contractor, such as time-keeping, payroll support, and Department and County Facility Administrator interface, with hours distributed to a particular Location and its satellite Locations, as set forth in Attachment 2 - Minimum Staffing Plan by SPA of Exhibit A - Statement of Work.
- 2.29 **Security Guard:** A person designated by Contractor that is an employee of the Contractor and that is assigned to perform unarmed security guard duties as set forth in sub-paragraph 7.3 - Security Guard Duties, Restrictions, and Obligations of Exhibit A - Statement of Work and elsewhere.

- 2.30 **Security Guard Daily Activity Report or DAR:** A Contractor form used by Security Guards to log events throughout the day at their assigned Location.
- 2.31 **Security Guard Sign In/Out Sheet:** A Contractor form used by Security Guards to sign in and out of their County assignment on a daily basis.
- 2.32 **Security Guard Supervisor:** A person designated by Contractor that is an employee of Contractor and that is assigned to perform supervisory duties as set forth in sub-paragraph 7.4 - Security Guard Supervisor Duties of Exhibit A - Statement of Work and elsewhere. Security Guard Supervisor includes Post Commander and Watch Supervisor.
- 2.33 **Security Guard Supervisor Daily Activity Report or Supervisor DAR:** A Contractor form used by Security Guard Supervisors to log events throughout the day at their assigned Location(s).
- 2.34 **Security Guard Supervisor Sign In/Out Sheet:** A Contractor form used by Security Guard Supervisors to sign in and out of their County assignment on a daily basis.
- 2.35 **Security Incident Report or SIR:** A County form used by Contractor to report significant security incidents.
- 2.36 **Service Planning Area or SPA:** The geographic division of service areas within Los Angeles County.
- 2.37 **Site-Specific Post Orders:** Documents written by the County that clearly outline duties, responsibilities, and expectations of Security Guards and Security Guard Supervisors, specific to either a Location, or a particular assignment as set forth in sub-paragraph 5.1.5.1 - Post Orders of Exhibit A - Statement of Work.
- 2.38 **Training Compliance Report:** A Contractor form developed as specified in sub-paragraph 8.8.1 - Training Tracker, Training Compliance Report, and Notification of Required County Training of Exhibit A - Statement of Work to document all required training requirements and status.
- 2.39 **Training File:** A Contractor file developed as specified in sub-paragraph 8.8.3 – Security Guard and Security Guard Supervisor Training File of Exhibit A – Statement of Work, which contains copies of: completed Contractor background investigation records; records of training received from Contractor or County with dated certificates of completion; current cards, licenses, and certifications; a brief

biological sketch of the employee; and any additional information as required by County.

- 2.40 **Watch Supervisor or WS:** A person designated by Contractor who is a Security Guard Supervisor with operational responsibilities for each shift at a particular Location, as set forth in Attachment 2 - Minimum Staffing Plan by SPA of Exhibit A - Statement of Work.
- 2.41 **Zone:** Department's County Services Bureau's three (3) operational areas of service. It consists of North, South, and Central Zones.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 3.3 Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Contract.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be effective upon Board approval for the period May 1, 2019 through January 31, 2022, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an extension option.
- 4.3 Contractor shall notify the Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County Project Director at the address herein provided in Exhibit E - County Administration.

5.0 CONTRACT SUM

5.1 The rates for this Contract payable by County to Contractor for performing all tasks, deliverables, goods, services and any other Work required under this Contract shall be as set forth on Exhibit B - Pricing Schedule. Such rates shall be firm and fixed for the term of this Contract.

5.1.1 The Maximum Annual Contract Sum is up to the amounts below:

<u>5/1/19-1/31/20</u>	<u>2/1/20 – 1/31/21</u>	<u>2/1/21 – 1/31/22</u>
\$13,801,827	\$18,898,871	\$19,415,995

5.1.2 The Maximum Contract Sum shall be \$52,116,693. A ten percent (10%) contingency shall be allowed for emergency, urgent, unscheduled or addition of Unarmed Guard Services for the term of the Contract.

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

5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the County Project Director at the address herein provided in Exhibit E - County Administration.

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

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

the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County electronically, using a mutually agreed upon format and/or software program, and with hard copy of invoice and supporting documentation, only for providing the tasks, deliverables, goods, services, and other Work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices which shall include the charges owed to Contractor by County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B – Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B – Pricing Schedule.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A – Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. Contractor invoice(s) and supporting documentation shall contain the below listed information:

1. Contractor name and address
2. Contract number
3. Invoice number and date
4. Start and end dates of billing cycle
5. Location name and address
6. Payment terms
7. Unit price extended and totaled
8. Quantity/Hours delivered by Location and date
9. Employee hours, beginning and end
10. Employee name and identification

- 5.5.4 The Contractor shall submit monthly invoices by the tenth (10th) calendar day of the month following the month in which services were provided.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following Exhibits to this Contract are completed and included with the monthly invoice:

- **Exhibit K - Living Wage Rate Annual Adjustments**
- **Exhibit L - Payroll Statement of Compliance**
- **Attachment 7 to Exhibit A - Statement of Work – Living Wage Contractor Staffing Plan by Location**

- 5.5.5 Contractor shall submit one (1) electronic copy and one (1) original hard copy invoice with hard copy of any and all support documentation. Contractor shall submit the original invoice and support documentation as specified in Attachment 1 Location/Address of Exhibit A – Statement of Work.

5.5.6 County Approval of Invoices

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

5.5.7 Payment for Court Appearances and/or County Investigations

1. Security Guards and Security Guard Supervisors may be required to appear in court or make statements to investigators regarding job-related incidents. In the event that the Security Guard or Security Guard Supervisor is called upon as a witness for a job-related incident, County will reimburse Contractor (as set forth in this sub-paragraph 5.5.7 and Paragraph 5.3 - Court Appearances and/or County Investigations of Exhibit A - Statement of Work) for court appearances or

investigation interviews, based on review and approval by County Project Manager.

2. County will pay up to eight (8) hours per day of straight time for each summoned Security Guard or Security Guard Supervisor when a court appearance or investigation interview is required. If the court appearance or investigation interview occurs during Security Guard or Security Guard Supervisor's normal work shift, Contractor shall provide back-up coverage which will be reimbursed at straight time.
3. Contractor shall list court appearances and/or investigation interviews as a separate line item on Contractor's invoice, and must attach supporting documentation, such as a copy of the police report, Security Incident Report (as specified in Paragraph 5.3 – Court Appearances and/or County Investigations and Section 8.0 - Reporting Requirements of Exhibit A - Statement of Work), subpoena, and/or written request for appearance. County Project Manager shall have the discretion to approve or deny invoice payment request based upon the documentation presented.

5.5.8 Contractor may request a copy of County's monthly invoice reconciliation report. County's monthly invoice reconciliation report outlines changes/deductions to the Contractor's invoice. Contractor's negotiation of a County-issued check for payment evidences Contractor's agreement with County's changes/deductions to Contractor's invoice.

5.5.9 No Out-of-Pocket Expenses. Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

5.5.10 Contractor Responsibility. Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

5.5.11 County's Right to Withhold. In addition to any rights of County provided in this Contract, or at law or in equity,

County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

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

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

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY ADMINISTRATION

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

6.1 County Project Director

The role of the County Project Director may include:

- coordinating with Contractor and ensuring the Contractor's performance of the Contract and that the objectives of the Contract are met; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2 County Project Manager

The role of the County Project Manager is authorized to include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

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

7.1 Contractor's Project Manager

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

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

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge as described in sub-paragraphs 6.4.1.4(m) and 6.4.1.6 of Exhibit A – Statement of Work.

7.4 Background and Security Investigations

7.4.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under this Contract. The County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The County shall perform the background check.

7.4.2 The County may request that the Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. The County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

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

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

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.
- 7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the

provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

- 7.5.6 With respect to any confidential information obtained by Contractor pursuant to the Contract, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Contract; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Contract, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Contract, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.
- 7.5.7 Without limiting the generality of Paragraph 7.5 of this Contract, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.
- 7.5.8 Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Contract, County shall not be obligated in any way under this Contract for:
1. Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;

2. Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
 3. Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Section 24.0 (Re-solicitation of Bids, Proposals, or Information).
- 7.5.9 Contractor acknowledges that a breach by Contractor of this Paragraph 7.5 - Confidentiality may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Contract and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this subparagraph 7.5 - Confidentiality.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared by the County and then executed by the Contractor and by the Board of Supervisors or its authorized designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer or designee. To implement such changes, an Amendment to the Contract shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.
- 8.1.3 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Contract to conform to changes in federal or state law or regulation, during the term of this Contract. The County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for the Contractor's written consent, to preserve this Contract's conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment to the Contract shall be prepared by the County and then

executed by the Contractor and by the Director or his/her designee.

- 8.1.4 For any changes up to ten percent (10%) of the allowable contingency, as described in sub-paragraph 5.1.1 for emergency, urgent, unscheduled or additional Unarmed Guard Services; or for any changes which do not materially affect the scope of work, term, contract sum, or any other term or condition, Change Notices shall be prepared and executed by the Contracts and Grants Division.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, the County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

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

8.3 Authorization Warranty

Contractor and the person executing the Contract on behalf of Contractor hereby represent and warrant that the person executing the Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

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

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints by Security Guards, Security Guard Supervisor, members of the public and/or County personnel.

- 8.5.1 Within ten (10) Business Days prior to providing services under the Contract, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) Business Days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall maintain a complaint log of all complaints received from Security Guards and Security Guard Supervisors, members of the public, and/or County personnel.
- 8.5.6 The complaint log shall contain the date of receipt of the complaint, name of the complainant, nature of the complaint, time and action taken, or reason for inaction. An updated copy of the complaint log shall be made available to County Project Manager upon request.
- 8.5.7 Complaints relating to employee appearance, attitude, or work performance shall be recorded in the complaint log pursuant to 8.5.6 above, and an immediate notification shall be made to County Project Manager.
- 8.5.8 The Contractor shall preliminarily investigate all complaints and notify the County Project Manager, either verbally or in writing, of the status of the investigation within three (3) Business Days of receiving the complaint.
- 8.5.9 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and

procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

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

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing

short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-

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

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

8.9 Conflict of Interest

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

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

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

8.11 Consideration of Hiring Gain-Grow Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of

the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in 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 Contractor, and its subcontractor(s), can access posters and other campaign material at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting

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

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees

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

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

8.18 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via facsimile communicative, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from

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

8.20 Force Majeure

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.)

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to

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

- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 - General Provisions for All Insurance Coverage and 8.25 - Insurance Coverage of this Contract.

If Contractor provides armed security guards, insurance policy shall not contain any exclusion for firearms-related liability. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

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

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

cgcontractorinsurance@dhs.lacounty.gov

- Contractor also shall promptly (in writing within twenty-four (24) hours of occurrence) report to County any injury or property damage accident or incident; and
- Any injury to a Contractor employee occurring on County property (this report shall be submitted on a County "Non-Employee Injury Report" (County form) to the County Project Manager; and
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract; and
- Contractor also shall promptly (in writing within twenty-four (24) hours of occurrence) notify County of any third party claim or suit filed against Contractor which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

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

8.24.3 Cancellation of or Changes in Insurance

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

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 Waivers of Subrogation

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

8.24.8 Sub-Contractor Insurance Coverage Requirements

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

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$2 million

The policy shall also provide coverage for liability for Assault and Battery, as well as Errors and Omissions and Punitive Damages. Alternatively, such Errors and Omissions and

Punitive Damages coverage may be provided under the terms of a separate Errors and Omissions (Professional) Liability policy. If Contractor's operations will include use of firearms and/or animals, then firearms and/or animal-related liability, respectively, also shall be covered.

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

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

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

8.25.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$100,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director or his designee, 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. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director or his designee in a written notice describing the reasons for said action.

8.26.2 If the Director or his designee, determines that there are deficiencies in the performance of this Contract that the Director or his designee deems are correctable by the

Contractor over a certain time span, the Director or his designee will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director or his designee may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the monthly contract sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Attachment 5 - Performance Requirements Summary (PRS) Chart of Exhibit A - Statement of Work and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

8.27 Most Favored Public Entity

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

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

8.28 Nondiscrimination and Affirmative Action

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

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

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

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

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded

from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Project Manager or County

Project Director is not able to resolve the dispute, the Director designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

- 8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the

name of the County without the prior written consent of the County Project Director. The County shall not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

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

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

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a

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

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

8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this sub-paragraph relative to Contractor's employees who have provided services to the

County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records,

bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

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

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

County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

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

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

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

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

8.43 Termination for Default

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

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

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

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

8.44 Termination for Improper Consideration

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

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

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

8.45 Termination for Insolvency

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

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

the Contractor under the Federal Bankruptcy Code;

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

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such

provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default

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

pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

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

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

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

8.55 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with The County Policy Of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very

seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

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

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth in Exhibit K, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Sub-paragraph 9.1.2 under the Contract.
2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this

Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

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

meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different Contracts between the Contractor and the County (of which both Contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

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

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

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living

wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's Contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

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

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of

the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at

least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. **Debarment.** In the event the Contractor breaches a requirement of this Sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

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

9.1.9 Contractor Retaliation Prohibited

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

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A Contract or a predecessor cafeteria services Contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor Contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 Neutrality in Labor Relations

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

9.2 Patent, Copyright and Trade Secret Indemnification

- 9.2.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.3 Health Insurance Portability And Accountability Act of 1996 (HIPAA)

- 9.3.1 The Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by the Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, the Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records for any reason whatsoever.
- 9.3.2 Notwithstanding the foregoing, the parties acknowledge that in the course of the provision of services hereunder, the Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. The Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.3.3 Additionally, in the event of such inadvertent access, the Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, the Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or

connected with the Contractor's or its officers', employees', or agents', access to patient medical records/patient information. The Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

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

CONTRACTOR: (Allied Universal Security Services)
Name

By [Signature]
Name Steve Claton
President
Title



COUNTY OF LOS ANGELES

By [Signature]
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Executive Officer
of the Board of Supervisors

By [Signature]
DEPUTY

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

CELIA ZAVALA
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By [Signature]
Chief Legal Advisor

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 MAR 12 2019

[Signature]
CELIA ZAVALA
EXECUTIVE OFFICER

78926

**AGREEMENT FOR
UNARMED SECURITY GUARD SERVICES**

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UNARMED SECURITY GUARD SERVICES

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EXHIBIT A

STATEMENT OF WORK

1.0 SCOPE OF WORK

- 1.1 The Los Angeles County Department of Health Services (Department) is responsible for providing security in County of Los Angeles (County) facilities, hospitals, and clinics (Locations) located throughout the County. Unarmed security guard services are provided according to eight (8) geographic areas, known as Service Planning Areas (SPAs). The eight (8) SPAs are grouped into the following three (3) Zones: North Zone (SPAs 1, 2, 4), South Zone (SPAs 6, 7, 8), and Central Zone (SPAs 3, 5) to facilitate service delivery, support, training, and management under the Contract.
- 1.2 Contractor shall provide trained and certified, professional, courteous, uniformed, and equipped unarmed Security Guards and Security Guard Supervisors, twenty-four (24) hours a day, seven (7) days a week, including holidays, for specified Locations, as set forth in Attachment 2 - Minimum Staffing Plan by SPA of this Statement of Work (SOW).
- 1.3 The number of Locations within a SPA may change during the term of the Contract, based on the operational and organizational requirements of the Location and/or the Department. Specific Locations may open or close and/or staffing levels may increase or decrease, thereby changing requirements. Contractor must have the flexibility and capability to provide varying numbers of Security Guards and Security Guard Supervisors to Locations in the SPA; therefore, in addition to the staffing required on Attachment 2 - Minimum Staffing Plan by SPA of this SOW, a minimum of five (5) percent additional contract personnel who are cleared, trained, certified, and equipped shall be available for deployment at any time by Contractor throughout the term of the Contract.

2.0 ADDITION/DELETION OF LOCATIONS, SPECIFIC TASKS, AND/OR WORK HOURS

2.1 County, by and through the Department, shall have the right to (1) add and/or delete specific Locations within a SPA or Zone and (2) add, delete, reduce, or change specific tasks and/or work hours for any and all shifts, during the term of the Contract, in accordance with sub-paragraph 8.1 - Amendments and Change Notices of the Contract.

2.1.1 Locations that are added to the Contract after the initial award will be assigned to incumbent Contractors, or to previously non-selected Contractors based on their points ranking during the solicitation process. Generally, additional Locations will be added to the incumbent Contractor for the affected SPA or Zone; however, County reserves the right to assign new Locations to any qualified Contractor, based on the affected SPA or Zone's Contractor's capacity, capability, performance, and business needs of the County, at the sole discretion of the County.

2.2 County requests for a change, addition, and/or deletion of services shall be made by written notice to Contractor three (3) to five (5) Business Days prior to coverage change. Contractor shall be required to provide written confirmation of coverage changes within three (3) calendar days of receipt of such notice. County will prepare evidence of the change, addition, and/or deletion of services, according to sub-paragraph 8.1 - Amendments and Change Notices of the Contract.

2.3 Urgent service requests shall be made by, either the County Project Director, County Project Manager or Facility Administrator, verbally or in writing to Contractor, prior to the requested start of services (with written evidence of the change in accordance with sub-paragraph 8.1 - Amendments and Change Notices of the Contract following the provision of urgent services).

2.4 Contractor shall provide coverage for urgent service requests at the start time requested by the County, or, in the event of requests for immediate service, no later than one (1) hour from the time of the request by County.

3.0 QUALITY CONTROL

3.1 Contractor shall establish and maintain a comprehensive Quality Control Plan to assure County a consistently high level of service throughout the term of the Contract that meets or exceeds all requirements. In the event that requirements and/or policies and procedures change during the term of the Contract, Contractor shall update the Quality Control Plan and submit such updated plan to County Project Manager. The Quality Control Plan shall include, but is not limited to the following:

3.1.1 Method of monitoring all tasks and services to ensure that Contract requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.

3.1.2 The Quality Control Plan shall include, but is not limited to the information specified below:

3.1.2.1 Specific activities to be monitored either on scheduled or unscheduled basis; and

3.1.2.2 Methods of monitoring to include methods of verifying authenticity of reports, and methods to ensure quality of services; and

3.1.2.3 Frequency of monitoring; and

3.1.2.4 Samples of forms to be used in monitoring; and

3.1.2.5 Job title and level of personnel performing monitoring functions (Contractor shall ensure that Contractor Project Manager and/or quality control personnel, and not the Security Guards actually performing the security services, shall implement the Quality Control Plan); and

3.1.2.6 Plan for ensuring that services will continue in the event of a natural or manmade disaster, or strike of Security Guards and/or Security Guard Supervisors.

3.2 Contractor shall maintain and update as necessary written policy and procedures regarding the licensing, certification, training files, and work requirements for Contractor personnel assigned to provide unarmed security guard services under the Contract, and provide to County immediately upon request.

3.3 Performance Evaluation Meetings

County and Contractor shall meet at least quarterly, and more frequently if deemed necessary, to discuss status of the Contract, new or on-going problems, and other issues. Failure to attend will cause an assessment of one hundred dollars (\$100.00) as specified in Attachment 5 - Performance Requirements Summary (PRS) of this SOW. County Project Manager reserves the right to schedule more frequent meetings if Contractor quality of performance is not at an acceptable level. An acceptable quality level will be determined by, but not limited to, Contractor adhering to the requirements of Attachment 5 - Performance Requirements Summary (PRS) of this SOW.

3.4 Review of Inspection Reports

On a monthly basis after Contractor begins providing services, Contractor shall submit to County Project Manager, Contractor's scheduled and unscheduled inspection reports as specified in Section 8.0 - Reporting Requirements of this SOW. The inspection reports shall include: a) date of inspection, b) problem(s) identified, c) corrective action taken, and d) time elapsed between identification

of a problem and corrective action completed. County Project Manager will review all reports to ensure that County's requirements are being met.

3.5 Contract Discrepancy Report (CDR)

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

3.5.2 A CDR shall be issued at County Project Manager's discretion. Upon receipt of a CDR, Contractor is required to respond in writing to County Project Manager within five (5) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor must submit its plan to correct the deficiency(s) identified in the CDR to County Project Manager within five (5) Business Days. A sample of the CDR is attached as Attachment 6 - Contract Discrepancy Report (CDR) of this SOW.

4.0 HOURS AND DAYS OF OPERATION

Contractor hours and days of operation will vary by Location. The hours and days are set forth on Attachment 2 - Minimum Staffing Plan by SPA of this SOW. Contractor may be required to work on County-recognized holidays. County will provide a list of County-recognized holidays (as specified in Paragraph 4.5 - Holidays of this SOW).

4.1 Work Schedules/Deployment

Contractor shall have discretion over the deployment of Security Guards and Security Guard Supervisors and shifts as long as service levels are met. Contractor shall maintain a continuously-updated deployment roster, which shall be incorporated herein by this reference, and submit a copy upon request and during the quarterly performance evaluation meeting.

In the event that County requires additional service hours or service days due to temporary changes in workload or other urgent needs of the Department, Contractor Project Manager shall work with County Project Manager to develop a plan to meet the new requirements and County will prepare a Change Notice in accordance with sub-paragraph 8.1 - Amendments and Change Notices of the Contract.

4.1.1 Supervision

Security Guards shall be adequately supervised by Security Guard Supervisors. Contractor shall employ at least one (1) Program Supervisor per Zone on each shift (06:00~14:00 (AM), 14:00~22:00 (PM), 22:00~06:00 (EM)), in addition to the one (1) Security Guard Supervisor for every ten (10) Security Guards required on Attachment 2 - Minimum Staffing Plan by SPA of this SOW as specified in Exhibit B - Pricing Schedule and Attachment 2 - Minimum Staffing Plan by SPA of this SOW. Security Guard Supervisors assigned to the field shall travel to their assigned Locations on a regular basis to work with their subordinates.

4.1.2 County Staffing Plan

County staffing plan requirements are provided as Attachment 2 - Minimum Staffing Plan by SPA of this SOW. In the event that County's permanent requirements change during the term of the Contract, County Project Manager will provide Contractor with a revised Attachment 2 - Minimum Staffing Plan by SPA of this SOW, in accordance with the Amendment process set forth in sub-paragraph 8.1 - Amendments and Change Notices of the Contract.

4.1.3 Contractor Staffing Plan

4.1.3.1 Pursuant to the requirements of sub-paragraph 9.1.8 - Use of Full Time Employees and Exhibit J - Living Wage

Ordinance, of the Contract, Contractor shall prepare a staffing plan using full-time employees. Staffing plans shall be prepared for each Location, using the blank form attached as Attachment 7 - Living Wage Contractor Staffing Plan by Location of this SOW to demonstrate how Contractor intends to fill each Post, using full-time employees. Contractor shall provide details of Post coverage. For example, a Post requiring twelve (12) hours of coverage could show: one (1) guard working twelve (12) hours, or two (2) guards: one (1) working ten (10) hours and another one working two (2) hours, or two (2) guards: one (1) working eight (8) hours and another one (1) working four (4) hours, or two (2) guards working six (6) hours each.

- 4.1.3.2 A completed Attachment 7 - Living Wage Contractor Staffing Plan by Location shall be submitted for each Location for review and approval by County Project Manager at least ten (10) Business Days prior to the commencement of work under the Contract.
- 4.1.3.3 In accordance with sub-paragraph 5.1.5.4 - Living Wage Compliance Forms of this SOW, staffing plans for each Location shall also be submitted monthly on Attachment 7 - Living Wage Contractor Staffing Plan by Location of this SOW, as part of Living Wage compliance.
- 4.1.3.4 In the event that County's permanent staffing requirements change during the term of the Contract, Contractor shall provide a revised Attachment 7 - Living Wage Contractor Staffing Plan by Location for County Project Manager approval, based on County's revised requirements, as

specified in revised Attachment 2 - Minimum Staffing Plan by SPA of this SOW.

4.1.3.5 In the event that Contractor changes its full-time employee staffing plan, Contractor shall immediately provide a revised Attachment 7 – Living Wage Contractor Staffing Plan by Location for County Project Manager approval, in accordance with sub-paragraph 9.1.8 - Use of Full-Time Employees of the Contract.

4.1.3.6 All completed Attachments 7 – Living Wage Contractor Staffing Plan shall be incorporated into this Contract by this reference.

4.1.4 Open Post

4.1.4.1 Contractor shall provide sufficient Security Guards and Security Guard Supervisors, including relief for breaks and meal periods where necessary, to ensure there are no Open Posts at any time.

4.1.4.2 Posts are to be filled, according to County's staffing plan requirements, as set forth in Attachment 2 - Minimum Staffing Plan by SPA of this SOW, at all times, unless County gives written approval of an exception, modification, or change.

4.1.4.3 Security Guard Supervisor coverage shall be provided for all SPAs, according to County's staffing plan requirements set forth in Attachment 2 - Minimum Staffing Plan by SPA of this SOW, and the required ratio of one (1) Security Guard Supervisor for ten (10) Security Guards shall be maintained at all times, in addition to the required one (1) Program

Supervisor per Zone on each shift (06:00~14:00, 14:00~22:00, 22:00~06:00).

4.1.4.4 County shall view any Open Post as a serious breach of Contract performance. More than three (3) instances of an Open Post in a Location within a thirty (30) calendar day period or three (3) consecutive days of an Open Post shall subject Contractor to significant additional assessments, liquidated damages, and/or possible forfeiture of Post, termination of the Contract and/or debarment.

4.1.4.5 Failure to fill Security Guard Supervisor positions as required shall constitute an Open Post and shall subject Contractor to Open Post assessment(s), as specified sub-paragraph 4.1.4.4 of this SOW, and in Attachment 5 - Performance Requirements Summary (PRS) of this SOW.

4.1.5 Security Guards and Security Guard Supervisors shall be responsible for reporting absences to Contractor. Contractor shall report to County Project Manager the day before a planned absence or within one (1) hour of Security Guard or Security Guard Supervisor work reporting time for unplanned absences. Upon reporting unplanned absences, Contractor shall deploy a replacement Security Guard or Security Guard Supervisor (billed at Security Guard rate if replacing a Security Guard) to the Location immediately to ensure Post coverage at all times. If a Security Guard Supervisor is deployed for a Security Guard, they shall stand post until a replacement Security Guard arrives. The replacement Security Guard or Security Guard Supervisor shall report within one (1) hour or less from unplanned absence notification.

4.1.6 In the event that a Security Guard or Security Guard Supervisor must leave during the workday, Contractor shall send a replacement Security

Guard or Security Guard Supervisor within one (1) hour or less of the Security Guard or Security Guard Supervisor's absence, with the replacement Security Guard or Security Guard Supervisor completing the remaining work schedule. In the event that a Security Guard Supervisor replaces a Security Guard, Contractor shall bill the County at the Security Guard rate. The one (1) hour replacement requirement is a baseline; Contractor shall make every effort to have a replacement on Location immediately upon notice of an Open Post.

4.2 Unscheduled Work Due to Security Incident

4.2.1 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Security Guard shall control the situation and intervene, as appropriate, to prevent injurious acts to persons or property. As soon as it is safe to do so, Security Guard shall notify

Security Guard Supervisor and/or Contractor Project Manager of the incident. Security Guard Supervisor shall contact the County manager or administrator at the Location and the County Project Manager or Facility Administrator to advise them of the situation and request approval and/or direction before allowing Security Guard to begin or continue work under the Contract. County will provide verbal authorization for additional service hours and/or additional contract personnel if necessary. County will follow verbal authorization with an email approving additional services to Security Guard Supervisor and/or Contractor Project Manager who will provide direction to Security Guard. Contractor shall proceed diligently to work within the approved service hours.

4.2.2 All authorized unscheduled work due to security incident shall commence as specified by County Project Manager or Facility Administrator, followed by evidence of the change in accordance with sub-paragraph 8.1 - Amendments and Change Notices of the Contract.

4.2.3 County reserves the right to perform unscheduled work due to security incident using County staff and/or to assign the work to another County contractor.

4.3 Security Guard and Security Guard Supervisor Overtime

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act regarding payment of overtime, consistent with sub-paragraph 8.19 - Fair Labor Standards of the Contract. As specified in Attachment 5 - Performance Requirements Summary (PRS) of this SOW, County may impose an assessment against Contractor for failure by Contractor to observe this requirement. County may report Contractor's non-compliance with the California Labor Code to the California Labor Commissioner.

4.3.1 Contractor shall monitor and ensure that each of its Security Guards and Security Guard Supervisors work no more than twenty-four (24) hours per week of overtime on any County assignment. County will only pay for the overtime specified in Attachment 2 - Minimum Staffing Plan by SPA of this SOW. Contractor shall be compensated at the overtime rate of one and a half (1.5) times the hourly labor rate only for those overtime hours that are required by County and considered by County to be overtime on a County assignment at a Location under the Contract as set forth in Attachment 2 - Minimum Staffing Plan by SPA of this SOW. County Project Manager shall have the authority to deny overtime that is not specified in Attachment 2 - Minimum Staffing Plan by SPA of this SOW. Overtime that is not specified in Attachment 2, Minimum Staffing Plan by SPA of this SOW and/or not approved by County Project Manager shall be paid at the straight time rate by County.

4.3.2 Security Guards and Security Guard Supervisors who use their employment with Contractor as a "second job" shall limit their weekly hours to twenty-four (24) hours on the Contract.

- 4.3.3 County may impose an assessment of one hundred dollars (\$100) per occurrence against Contractor for failure to observe the requirements as specified in sub-paragraphs 4.3.1 and 4.3.2 above and in Attachment 5 - Performance Requirements Summary (PRS) of this SOW.
- 4.3.4 Contractor shall pay Security Guards and Security Guard Supervisors (other than those with an alternate work schedule) who have worked in excess of eight (8) hours per day, at the compensation rate of one and a half (1.5) times their hourly labor rate for such work in excess of eight (8) hours per calendar day, or as required by law. County will only pay for the overtime specified in Attachment 2 - Minimum Staffing Plan by SPA of this SOW. Payment for any unspecified overtime shall be the Contractor's responsibility.
- 4.3.5 County will not pay overtime for any Security Guard or Security Guard Supervisor who has worked a full shift at another Post and is brought in to cover a County assignment, such as when a Security Guard has called in sick.

4.4 Services in Emergency Situations

In the event of an "emergency situation," Contractor shall continue to provide services under the Contract. Notifications for "emergency situations" shall be the same as stated in sub-paragraph 4.2.1 of this SOW. An "emergency situation" includes, but is not limited to, fire, flood, earthquake, civil disturbance and other natural or manmade disasters. County Project Manager or Facility Administrator will determine if a particular situation constitutes an "emergency situation" as specified in this Paragraph 4.4 - Services in Emergency Situations and shall determine the extent to which services shall be provided. Contractor shall provide adequate staffing to ensure continued services to the extent determined by County.

4.4.1 Business Continuity Plan

Contractor shall prepare and maintain a continuously-updated Business Continuity Plan (BCP) in accordance with Paragraph 6.7 - Contractor Business Continuity Plan – Emergency Response of this SOW.

4.5 Holidays

When twenty-four (24) hour/seven (7) day a week coverage is required at specified Locations, Contractor may be required to provide services on County-recognized holidays.

4.5.1 Contractor will be paid by County at the overtime rate of one and a half (1.5) times the hourly labor rate for Security Guard and Security Guard Supervisor hours required on dates that are recognized by both County and Contractor as holidays, provided the Contractor pays the overtime rate of one and a half (1.5) times the hourly labor rate to Security Guards and Security Guard Supervisors.

4.5.2 Holiday dates will vary from year to year. County Project Manager will provide Contractor with a list of County-recognized holidays for the following calendar year as soon as they become known. Contractor shall provide County Project Manager with a list of Contractor-recognized holidays for the following calendar year as soon as they become known.

5.0 COUNTY'S RESPONSIBILITIES

5.1 County-Furnished Items

5.1.1 At County's sole discretion, County will furnish non-exclusive office or other space at County facilities where Contractor services are being provided for use by Contractor. County will repair and/or replace County-provided furniture and equipment due to normal wear and tear. County may inspect, demand return of, and otherwise have a right to enter and

search such property in accordance with existing County policies and practices.

- 5.1.2 Upon termination of the Contract, all County-furnished equipment shall be returned to County in good operating condition, less reasonable wear and tear.
- 5.1.3 Contractor personnel shall sign in and sign out for all County-furnished equipment, such as keys and radios, when reporting for duty and at the end of the work shift.
- 5.1.4 Contractor Project Manager shall report any improperly working or defective County-furnished equipment to County Project Manager through a written memorandum within twenty-four (24) hours of Contractor's knowledge of the problem or defect.
- 5.1.5 The following is a list of forms or logs that are applicable to the requirements for implementation of this SOW that will be provided to the Contractor, by County Project Manager, prior to commencement of work under the Contract.

5.1.5.1 Post Orders: County forms

Post Orders are proprietary documents created, issued, and maintained by the Department. General Post Orders apply to all Locations. Site-Specific Post Orders are unique to the requirements of the Location or the Post to which they apply. Both General Post Orders and Site-Specific Post Orders are to be followed by Contractor completely and at all times.

5.1.5.2 Contract Discrepancy Report: County form

Attachment 6 - Contract Discrepancy Report (CDR) of this SOW.

5.1.5.3 Security Incident Report: County form

Security Incident Report (SIR) is used by Contractor to report significant security incidents, including, but not limited to, incidents involving: any use of force, detention of an individual pursuant to arrest, any incident requiring law enforcement or emergency response or backup, building or area evacuations, or bomb threat. SIRs are to be completed and submitted to County Project Manager immediately following a security incident.

5.1.5.4 Living Wage Compliance Forms: County forms

Exhibit K – Living Wage Rate Annual Adjustments

Exhibit L – Payroll Statement of Compliance of the Contract.

Attachment 7 – Living Wage Contractor Staffing Plan by Location of this SOW.

5.2 Security Guard Licensure, Registration and Certification, and Training

Contractor shall have sole responsibility to ensure Contractor's personnel are in full compliance with all Federal, State and local rules and regulations for any required licensure, certification, registration and training.

5.2.1 County-provided training will occur at the discretion of the County Project Director in accordance with Paragraph 2.1 - County-Provided Training – Overview and Paragraph 2.2 - Contractor and/or County-Provided – Annual and/or Continuing Education Training of Attachment 3 - Training Outline of this SOW.

5.2.2 At the discretion of the County Project Director, the County will provide the training set forth in Paragraph 2.1 - County-Provided Training – Overview and Paragraph 2.2 - Contractor and/or County Provided – Annual and/or

Continuing Education Training of Attachment 3 - Training Outline of this SOW to Security Guards and Security Guard Supervisors performing services at specific County Locations. Training may include, but shall not be limited to, initial, annual, continuing education, and specialized County-provided training conducted by County personnel, in accordance with The Joint Commission (TJC), Title 22, the Commission on Accreditation of Rehabilitation Facilities (CARF), and/or other compliance or regulatory bodies, and/or policies of the specific assignment, Location, and/or Post where security services are being provided.

5.2.3 Contractor shall pay each Security Guard or Security Guard Supervisor up to eight (8) hours of straight time per day, for up to two (2) days per year, to attend required initial, annual, continuing education, and/or specialized Contractor or County-provided training. Contractor shall also provide and pay for backfill coverage for any Security Guard or Security Guard Supervisor attending required training. Contractor may not bill County and County will not be responsible for payment to Security Guards and Security Guard Supervisors during attendance at required trainings. County personnel that provide County-required training will be reimbursed by County.

5.3 Court Appearances and/or County Investigations

5.3.1 Security Guards and Security Guard Supervisors may be required to appear in court or make statements to investigators regarding job-related incidents. In the event that a Security Guard or Security Guard Supervisor is called upon as a witness for a job-related incident, County will reimburse Contractor as set forth in sub-paragraph 5.5.7 – Payment for Court Appearances and/or County Investigations of the Contract for the court appearance or investigation interview, based on review and approval by County Project Manager.

6.0 CONTRACTOR'S RESPONSIBILITIES

6.1 Purpose

6.1.1 Contractor shall provide background-cleared, certified, trained, uniformed and equipped, professional and courteous, unarmed Security Guards and Security Guard Supervisors, as needed by Department, in accordance with Attachment 2 - Minimum Staffing Plan by SPA and Attachment 7 - Living Wage Contractor Staffing Plan by Location of this SOW. Duties include, but are not limited to, the following:

- 6.1.1.1 Screen County employees, clients, visitors and/or other members of the public at designated entrances;
- 6.1.1.2 Ensure County employees present appropriate identification prior to being admitted to a Location, or a restricted area within a Location;
- 6.1.1.3 Provide a uniformed presence to act as a deterrent to crime;
- 6.1.1.4 Intervene to prevent injurious acts to persons and property;
- 6.1.1.5 Safeguard County property against fire, theft, vandalism, and illegal entry;
- 6.1.1.6 Prevent entry of firearms and contraband;
- 6.1.1.7 Provide information and assistance to the public as needed; and
- 6.1.1.8 Ensure safety and security are monitored twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year.

6.1.2 Contractor shall provide background-cleared, trained, professional and courteous Program Managers and Program Supervisors, as needed by Department, in accordance with Attachment 2 - Minimum Staffing Plan by SPA and Attachment 7 - Living Wage Contractor Staffing Plan by Location of this SOW. These positions are not and shall not be directly billed by Contractor to County. Duties include, but are not limited to, the following:

6.1.2.1 Perform supervision and administrative duties for Contractor, such as time-keeping, personnel and payroll support, either dedicated to a particular Location, or with hours distributed to a particular Location and its satellite Locations; and

6.1.2.2 Interface with Department and Facility Administrators.

6.2 General

6.2.1 Contractor shall provide, at Contractor's expense, all working materials/documents necessary to perform the services required hereunder, including but not limited to: 1) documents, 2) log sheets, and 3) stationary, as set forth in Paragraph 8.12 - Daily/Weekly Reporting Documents of this SOW.

6.2.2 Contractor-owned equipment and related accessories which are used by Security Guards and Security Guard Supervisors to provide services under the Contract must be kept clean at all times and shall be maintained according to manufacturer standards. County Project Manager may from time to time inspect such items to ensure they are in proper working order.

6.3 Personnel

6.3.1 Contractor shall have the flexibility and capability to provide varying numbers of Security Guards and Security Guard Supervisors to Locations

in the SPA; therefore, as specified in Section 1.0 - Scope of Work of this SOW, in addition to the staffing required on Attachment 2 - Minimum Staffing Plan by SPA of this SOW, a minimum of five (5) percent additional contract personnel who are background-cleared, trained, certified, and equipped shall be available for deployment at any time by Contractor throughout the term of the Contract.

6.3.2 Background Investigations

6.3.2.1 All unarmed Security Guards and Security Guard Supervisors providing services under the Contract, and any Contractor employee designated as Program Manager, Program Supervisor, or Contractor Project Manager, shall be required to undergo and pass a background investigation, to the satisfaction of County as a condition of beginning and continuing to provide services under the Contract, or as a condition for promotion to a supervisory position under the Contract, as described in sub-paragraph 7.4 - Background and Security Investigations of the Contract. All background clearances will be determined by the Department. Subsequent investigation or information obtained by the Department may cause a background clearance to be revoked.

6.3.2.2 Such background investigation must include, but shall not be limited to, information obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information and as further described in sub-paragraph 6.3.2 - Background Investigations of this SOW. The fees associated with the background investigation may, at the sole discretion of the

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

6.3.2.3 County will not accept any of Contractor's employees who have been involved in any of the following:

- a) Felony conviction;
- b) Conviction for a sex offense;
- c) Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge;
- d) Conduct that would preclude the employee from receiving a bond;
- e) Any conviction of drunk or reckless driving within the last three (3) years;
- f) Any pattern of irresponsible behavior including, but not limited to, unsatisfactory driving or employment records; or
- g) Any pattern of recent or habitual illegal drug use.

6.3.2.4 The background investigation requirements are subject to change at any time, at the sole discretion of County.

6.3.2.5 All background information is confidential and not reviewable by Contractor or Contractor's employees. Department will

not provide any information obtained through the Department background investigation to Contractor or Contractor's employees.

6.3.2.6 Contractor shall be responsible for reimbursement or direct payment to County for actual costs of performing each background investigation. The cost is approximately one hundred fifty dollars (\$150) per employee. This fee will be charged to Contractor, whether an individual is cleared or not, at the discretion of the County.

6.3.3 Administrative File

For each employee scheduled for background investigation, Contractor shall provide a pre-background Administrative File and documentation to County Project Manager for review and approval prior to scheduling background investigation in accordance with sub-paragraph 7.4 – Background and Security Investigations of the Contract. The Administrative File shall contain copies of the following:

6.3.3.1 Contractor Employment Application

Contractor shall submit a copy of a completed Department-approved Contractor employment application on each prospective Security Guard, Security Guard Supervisor, Contractor Project Manager, Program Manager, and Program Supervisor at the time the candidate is referred to County for background investigation. The application shall, as applicable and appropriate, include the following:

a) Employment History

Employment history shall include a list of candidate's present or last job first, then all jobs held and any periods of unemployment for the previous ten (10) years, including all security services experience.

b) Military Service

All military experience (regular or reserve) must be documented. Include a copy of candidate's Selective Service Card and/or military discharge papers DD214. If candidate does not possess a Selective Service Card or military discharge papers, explain why information is not available.

c) Driving Record

Include current printout of the candidate's Department of Motor Vehicle Record is required at the time of the candidate's interview with Department Civilian Background Unit and annually thereafter.

d) Credit Report

Include copy of candidate's current credit report from Equifax, Experian, or Trans Union.

e) Guard Registration Card

Include copy of current Guard Registration Card, issued by the California Department of Consumer Affairs (DCA), Bureau of Security and Investigative Services (BSIS).

f) Certificate for Cardiopulmonary Resuscitation (CPR) for Adult, Child, and Infant, including Automated External Defibrillator (AED)

Include copy of current Adult, Child, and Infant CPR card, issued by American Red Cross, American Heart Association, or equivalent provider (8 hours) and Automated External Defibrillator (AED) certification.

g) First Aid Certification for Adult, Child and Infant

Include copy of current First Aid Certification, issued by American Red Cross, American Heart Association, or equivalent provider (8 hours).

h) Baton Permit Issued by BSIS

Include copy of baton permit issued by BSIS.

i) Certificate of Training: BSIS Certified Course in Baton Training (4 hours)

Include copy of POST certification in baton, according to sub-paragraph 8.8.3.2(f) of this SOW. All licensees/registrants holding a baton permit may carry any type of baton on the job, as long as he or she is proficient in the use of the specific type of baton.

j) Pepper Spray Permit

Include copy of permit to carry ten percent (10%) solution of oleoresin capsicum (pepper spray).

k) Valid California Class "C" Driver's License or California Identification Card

Include copy of valid California Class "C" Driver's License or California Identification Card.

l) High School or G.E.D. diploma or equivalent

Include copy of High School or G.E.D. diploma or equivalent.

6.3.3.2 Pre-Placement and Annual Health Screening

Based on the regulatory compliance requirements of The Joint Commission (TJC), Cal/OSHA standard set forth at 8 CCR § 5199, and Title 22 of California Code of Regulations, the County has established and maintains policies related to

initial and annual health screening, tuberculosis(tb) screening and history and evidence of immunity to vaccine preventative diseases of all individuals working in all Locations.

- a) Contractor shall provide initial health screening as specified below, for all Security Guards, Security Guard Supervisors including Post Commanders and Watch Supervisors, and any employee designated as Program Manager, Program Supervisor and Contractor Project Manager, assigned to provide services under the Contract at the time the Administrative File is submitted to County for review, and annually thereafter.
- b) Initial or pre-placement health screening shall include, but shall not be limited to, the following: TB symptom review and documentation of a negative two-step or blood test for tb. If either test is positive a current negative chest x-ray is required evidence of immunity to mumps, measles, rubella and varicella either by documentation of two live vaccines or positive titer. Documentation of a completed hepatitis B series with a reactive HbsAb or declination form signed by candidate. In addition, documentation of tetanus, diphtheria, acellular pertussis (Tdap) vaccine or declination. Seasonal influenza vaccination (one dose for current season each year) or declination; however, persons who decline the vaccination will be required to wear a mask during the influenza season.
- c) Security Guards, Security Guard Supervisors, Program Managers, Program Supervisors, and Contractor Project

Manager shall undergo annual health screening which shall minimally include tb symptom review and tb skin test or blood test if previously negative. Any new positives must have a chest x-ray to rule out active disease. Annual influenza vaccine status shall also be reviewed. Results of these examinations shall be submitted to DHS Employee Health services. Employee Health will provide clearance certificate to the contractor for their employee file.

- d) Security Guards and Security Guard Supervisors must have the physical capability to perform all of the duties specified in this SOW. County may require Contractor to provide medical certifications for individual Security Guards or Security Guard Supervisors, if County determines that their physical condition appears to be questionable.

6.3.4 Experience Requirements

Contractor shall provide personnel who meet the following experience requirements:

6.3.4.1 Contractor Project Manager

Contractor Project Manager shall have a minimum of three (3) years experience within the last five (5) years providing security project management services, equivalent or similar to those required in this Contract, including management and coordination of multiple service locations and acting as a "central point of contact" for services.

6.3.4.2 Program Manager(s)

Program Managers shall have two (2) years experience within the last three (3) years providing administrative duties for Contractor, the same or similar to those required in this Contract, such as time-keeping, personnel and payroll support, either dedicated to a particular Location, or with hours distributed to a particular Location and its satellite Locations; and interfacing with Department and County Facility Administrators.

6.3.4.3 Program Supervisor(s)

Program Supervisors shall have one (1) year experience within the last three (3) years providing supervision and administrative duties for Contractor, the same or similar to those required in this Contract, such as time-keeping, personnel and payroll support, either dedicated to a particular Location, or with hours distributed to a particular Location and its satellite Locations; and interfacing with Department and County facility administrators.

6.3.4.4 Post Commander(s)

Post Commanders shall have two (2) years security supervisor experience within the last three (3) years, providing supervisory security services equivalent or similar to those of Security Guard Supervisor and/or Watch Supervisor.

6.3.4.5 Watch Supervisor(s)

Watch Supervisors shall have a minimum of (2) years security supervisor experience within the last three (3) years, providing services equivalent to Security Guard Supervisor.

6.3.4.6 Security Guard Supervisor(s)

Security Guard Supervisors shall have a minimum of two (2) years paid unarmed security experience within the last three (3) years.

6.3.4.7 Security Guard(s)

Security Guards shall have one (1) year paid of unarmed security experience within the last three (3) years.

6.3.4.8 Military Service

Military service may be accepted as meeting all or part of the security experience requirements, if security experience is clearly articulated in the candidate's job history.

6.3.5 Bilingual Staffing Plan

Contractor shall establish a bilingual staffing plan that provides bilingual staffing (defined as speaking English and at least one additional language) to meet the needs of each Post as evaluated and required by County.

6.3.6 Site/Post-Specific Orientations and Training

Contractor shall conduct site/post-specific orientation and training to ensure assigned Security Guards, Security Guard Supervisors, Program Managers, and Program Supervisors are familiar with the Location and understand the Post Orders, including General Post Orders and Site-Specific Post Orders, and understand their responsibilities in the Location. Training to be completed is listed on page nine (9) of Attachment 3 - Training Outline of this SOW under Section Three: Elective Courses Required to be Provided Onsite by Contractor On Guard's First Work Day. Eight (8) hours of training is required.

6.3.7 Annual Performance Evaluations

Contractor shall conduct annual performance evaluations for Security Guards, Security Guard Supervisors, Program Managers, and Program Supervisors. A copy of the employee's performance evaluation shall be included in each employee's Training File.

6.4 Contractor-Furnished Items

All Contractor-furnished items in this Paragraph 6.4, including all subparagraphs, shall be provided by the Contractor at Contractor expense and at no cost to Contractor employees or to the County.

6.4.1 Uniforms/Identification Badges

6.4.1.1 Contractor shall ensure that all on-duty Security Guards and Security Guard Supervisors wear complete Department-approved uniforms.

6.4.1.2 Contractor shall provide, at Contractor expense and at no cost to Contractor employee or to the County, all employees providing services under the Contract with a Department-approved uniform. Uniforms shall be tailored for the particular employee. Uniforms shall be the same for all assigned Security Guards and Security Guard Supervisors, unless an exception is required or approved by the County Project Director.

6.4.1.3 Contractor shall obtain written approval for uniform(s) and other related attire from County Project Manager at least ten (10) calendar days prior to commencing work under the Contract.

6.4.1.4 Uniforms shall consist of the following items, unless an exception is required or approved in writing by the Department:

- a) Trouser – Navy or Black;
- b) Shirt/blouse – White or Gray;
- c) Alternate Shirt – Black or White Polo (as requested and approved by County);
- d) Belt – Solid Black, basket weave;
- e) Tie – Solid Black (as needed);
- f) Tie bar – Gold in color (as needed);
- g) Socks – Solid Black or Navy Blue;
- h) Shoes – Solid Black, leather, Military Type (low laced, plain toed oxfords, with smooth finish);
- i) Shoulder patches, as required by California Business and Professions Code 7582.26(f), on both arms of uniform shirt/blouse and jacket;
- j) Rain gear (as needed);
- k) Name Tags;
- l) Jacket, with appropriate shoulder patches, as appropriate to weather conditions – Navy or Black (as needed); and

m) Photo Identification Badge, with name, to be in the immediate possession of employee, and not visibly worn while on duty.

6.4.1.5 Security Guard and Security Guard Supervisor uniforms shall always be clean and neatly pressed.

6.4.1.6 Contractor shall provide, at Contractor expense and at no cost to Contractor employee or to the County, all employees providing services under the Contract with a County-approved photo identification card, listed in sub-paragraph 6.4.1.4(m) above, as noted in sub-paragraph 7.3. - Contractor Staff Identification of the Contract. Contractor identification card is subject to County Project Manager approval and shall contain a graphic of the appropriate badge, Contractor name, and at least the following identifying information and specifications:

1. Recent photograph of the employee (within last five (5) years);
2. Full name of employee, employee number, and title;
3. Card should note: Los Angeles County Department of Health Services Contracted Employee;
4. Signature of employee and approving authority;
5. Height, eye color, and hair color of the employee;
6. The card should be numbered by the issuing employer;
7. The card may contain medical information (e.g. blood type) if that information is supported by competent medical documentation;

8. The card should be approximately 3 ½ inches wide by 2 ½ inches high;
9. The card should indicate the date issued and any expiration date established by the issuing employer; and;
10. The completed card must be laminated securely both front and back.

6.4.1.7 Contractor shall issue a photo identification card, as described above, to each employee before assigning the employee to work in any County Location. Contractor personnel may be asked to leave a County Location by a County representative if they do not have the proper photo identification card on their person.

6.4.1.8 Contractor shall notify County within one (1) Business Day when staff is terminated from providing services under this Contract. Contractor shall retrieve the Contractor photo identification card within the next Business Day after the employee has been terminated or County has revoked clearance.

6.4.2 Security Guard Equipment/Accessories

6.4.2.1 All unarmed Security Guards and Security Guard Supervisors (including relief, as required) shall be equipped by the Contractor, at Contractor expense and at no cost to Contractor employee or to the County, with at least the following equipment/accessories:

- a) Current California Guard Registration Card;
- b) Sam/Sally Browne belt;

- c) One (1) Handcuff case;
- d) One (1) set Handcuffs plus key;
- e) Four (4) keepers;
- f) One (1) Key Snap;
- g) One (1) heavy-duty 3-cell flashlight approved by County, or approved alternate, with batteries;
- h) One (1) radio holder/pouch;
- i) Badge, to be worn on the upper left breast of the uniform;
- j) Side Handle Baton with Baton Ring or Collapsible Side Handle Baton with Baton Ring. Handler, 12", or the ASP (24" or 26") expandable straight stick;
- k) Valid and current permit for Baton, and;
- l) Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in holster).
- m) Personal Protective Equipment (PPE) Pouch

6.4.2.2 Contractor shall be responsible for the maintenance of all Contractor-furnished Security Guard equipment/accessories.

6.4.3 Materials and Equipment

All materials and equipment shall be provided by the Contractor, at Contractor expense and at no cost to Contractor employee or to the County. The purchase and maintenance of all materials/equipment to provide the required services is the responsibility of Contractor.

Contractor shall ensure all materials and equipment are available and that equipment is clean, well maintained, in good operating condition, neat and professional in appearance, meets manufacturer standards, is safe for the environment, and is safe for use by the employee.

6.4.3.1 Radios

Contractor shall provide hand-held radios, desktop radio(s), batteries, supplies, and maintenance for radios, as follows:

- a) Contractor shall ensure all radios are programmed and available, and that the radio system is operational prior to commencing work under the Contract, and that the radio system is able to operate efficiently and effectively throughout Locations or building and grounds of the Location without interruption and follow all FCC regulations.
- b) Contractor shall provide one (1) hand-held radio for each Contractor personnel, designated Department personnel, and one or more facility administration personnel, as required.
- c) Contractor shall provide a sufficient number of batteries to provide a fully-charged battery and a fully-operational radio for each Security Guard and each Security Guard Supervisor on each shift at Locations designated as requiring twenty-four (24) hour and/or sixteen (16) hour coverage.
- d) Contractor shall provide one (1) desktop radio (dependent on Location and/or SPA) for Department personnel as required by County.

- e) Contractor shall provide one (1) hand-held radio for the designated Department personnel as required.
- f) Contractor shall provide regular maintenance, repair and/or replacement for radio equipment as needed.

6.4.3.2 Electronic Post Confirmation System (if applicable)

Contractor shall utilize a check-in/check-out Electronic Post Confirmation System, in addition to actual hard copy sign-in/sign-out sheets, for Security Guard(s) and Security Guard Supervisor(s) assigned to work at all Locations. The Electronic Post Confirmation System shall have the ability to generate a report that shows check in/out times and hours worked. The report shall be used to generate monthly invoices to be submitted to County along with hard copy sign-in/sign-out sheets. Contractor shall provide and maintain such Electronic Post Confirmation System at no cost to County.

6.4.4 Vehicles

All vehicles shall be provided by the Contractor, at Contractor expense and at no cost to Contractor employee or to the County.

6.4.4.1 Contractor shall provide vehicles for Contractor's relief personnel and Security Guard Supervisors to enable them to provide relief, make their rounds of inspections, conduct random site visits, and fulfill relief and supervisory responsibilities at the different Locations.

6.4.4.2 Contractor may provide vehicles to Security Guard personnel to use vehicles to perform their assigned duties.

6.4.3.3 Contractor vehicles shall be clearly identified, and must be well maintained and kept clean at all times.

6.4.4.4 Contractor provided vehicles shall be as follows:

- a) Less than five (5) years old;
- b) In good condition/repair with no visible damages;
- c) Properly marked with company name and logo;
- d) Suitable for parking lot patrol;
- e) Shall have yellow light bar affixed to roof;
- f) Shall have the following items:
 - 1) First aid kit;
 - 2) 5 lb. ABC type fire extinguisher;
 - 3) Hand-held or vehicle spotlight;
 - 4) Traffic cones;
 - 5) Flares;
 - 6) Yellow scene management (banner guard type) tape.
- g) Tires shall be in good condition at all times.

6.4.4.5 Contractor shall maintain and provide, upon request by County, a current vehicle list, including description, license plate numbers, and vehicle identification numbers of all Contractor owned vehicles used by Security Guards and Security Guard Supervisors providing services under the

Contract. All vehicles must be in safe operating condition in compliance with all California Vehicle Code regulations.

6.4.4.6 County may conduct periodic inspections of all Contractor vehicles used to provide services under the Contract.

6.4.4.7 Parking Fees

Contractor shall be responsible for making parking arrangements and paying parking fees for Contractor employees assigned to work at any Location without public parking. County will not make any special parking arrangements for Contractor personnel.

6.5 Security Guard and Security Guard Supervisor Training Requirements

6.5.1 A detailed outline of all required training is provided in the Attachment 3 - Training Outline of this SOW (also referenced in this Paragraph 6.5 - Security Guard and Security Guard Supervisor Training Requirements and in Paragraph 5.2 - Security Guard Licensure, Registration and Certification, and Training of this SOW). Any required certifications must be validated and documented on employee training records, as specified in Paragraph 8.8 - Security Guard and Security Guard Supervisor Training Program Reports of this SOW.

6.5.1.1 Except as otherwise specified in this Paragraph 6.5 - Security Guard and Security Guard Supervisor Training Requirements, in Paragraph 5.2 - Security Guard Licensure, Registration and Certification, and Training of this SOW, and in Attachment 3 - Training Outline of this SOW, Contractor shall be responsible for the training of its Security Guards and Security Guard Supervisors, and must bear all such expenses.

- 6.5.1.2 County may audit Contractor's training classes and/or inspect employee training records at County Project Manager's discretion.
- 6.5.1.3 Contractor shall submit to County Project Manager, ten (10) Business Days prior to commencing work under the Contract, a report of the training courses completed by Security Guards and Security Guard Supervisors assigned to provide services under the Contract. This report shall include a roster of Security Guards and Security Guard Supervisors and each training course attended, as well as a schedule of ongoing training and future training requirements for employees as specified in Section 8.0 - Reporting Requirements of this SOW.
- 6.5.1.4 Training of Security Guards and Security Guard Supervisors for weapon screen/magnetometer shall be provided by County or Contractor, as required, on County property.

6.5.2 Training

- 6.5.2.1 Contractor shall ensure the provision of required training for all Security Guards and Security Guard Supervisors, as required by sections 7581, 7583.6, and 7583.7 of the California Business and Professions Code, pursuant to the requirements of the California Department of Consumer Affairs (DCA) BSIS, the needs of the Department, and any specific requirements of the assignment, including onsite, specialized, annual and/or continuing education Contractor-provided and/or County-provided training, as specified in Attachment 3 - Training Outline of this SOW.

6.5.2.2 Contractor shall ensure that Security Guards and Security Guard Supervisors understand their roles and responsibilities under the Contract to (1) intervene to prevent injurious acts to persons and property, (2) provide a uniformed presence as a deterrent to crime, (3) know the content and Location of Post Orders, (4) understand their role and responsibilities at the specific Location, and (5) provide a professional and courteous demeanor to County clients, employees, and other Security Guards and Security Guard Supervisors.

6.5.2.3 Contractor shall work closely with the Department during the term of the Contract to ensure the Contractor training plan, as required in Paragraph 6.5 - Security Guard and Security Guard Supervisor Training Requirements of this SOW, meets or exceeds training requirements set forth herein.

6.5.2.4 For each course, or series of courses, the institution or company providing the training shall issue a certificate of completion to the Security Guard or Security Guard Supervisor. It is the responsibility of Contractor to ensure certificates of completion are maintained in the Training File of each Security Guard and Security Guard Supervisor, as required in sub-paragraph 8.8.3 - Security Guard and Security Guard Supervisor Training File of this SOW.

6.5.2.5 Training Course Requirements

Training requirements are set forth in Attachment 3 - Training Outline of this SOW. Training required under the Contract includes, but is not limited to, (1) Skills Training Course for Security Guards, provided by the Contractor to meet State and County requirements, (2) onsite training

provided by Contractor on Security personnel's first day of work to orient Security Guard or Security Guard Supervisor to the assigned Location, Post, equipment, and/or procedures, (3) County-provided training to meet the regulatory requirements and/or policies of the specific Location or Post, (4) Specialized County-provided training when required by the particular Location, and (5) annual County and/or Contractor-provided continuing education, supported by the Contractor's evaluation of licensed Security Guard's or Security Guard Supervisor's skills and based on the requirements of the site and/or regulatory or license requirements.

6.5.3 Contractor shall ensure all Security Guards and Security Guard Supervisors are trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked by the user daily for safety. All Security Guards and Security Guard Supervisors shall be provided with, and trained in the use of, safety and protective equipment by Contractor according to OSHA standards.

6.5.4 Weapon Screening, Magnetometer, and X-ray Machine Training

6.5.4.1 Contractor shall provide weapon screening, magnetometer, and X-ray machine training to Security Guards and Security Guard Supervisors located at Locations having such equipment. Such training must be provided at the time Security Guard and Security Guard Supervisors are assigned to the Post.

6.5.4.2 Contractor shall provide a training certificate which certifies that Security Guard and Security Guard Supervisors are competent in equipment use, as set forth on page nine (9) of

Attachment 3 - Training Outline of this SOW, under Section Three: Elective Courses Required to be Provided Onsite by Contractor On Guard's First Work Day.

6.5.5 Quarterly Customer Service Training

6.5.5.1 Every three (3) months, Contractor shall provide one (1) hour of Customer Service Training instruction to all assigned Security Guard and Security Guard Supervisor personnel.

6.5.5.2 Quarterly Customer Service Training shall include topics set forth on page seven (7) of Attachment 3 - Training Outline of this SOW under Section Two: Mandatory and Elective Courses Required Prior to Administrative File Submission to County, Paragraph A, Public Relations - Community and Customer (Mandatory). 6.5.7.3 Contractor shall provide customer service training, repeated quarterly, to all assigned Security Guard and Security Guard Supervisor personnel. Contractor shall ensure Security Guard and Security Guard Supervisor personnel continuously display courtesy, cultural sensitivity, good manners, and a professional and respectful demeanor. These courses are mandatory in addition to the continuing education courses specified on page eleven (11) of Attachment 3 - Training Outline of this SOW under Section Five: Annual and/or Continuing Education Training.

6.6 Contractor Office

Contractor shall maintain an office, within the County of Los Angeles, with a telephone in Contractor's name, where Contractor conducts business, to facilitate County contract monitoring. The office shall be staffed during the hours of 6:00 a.m. to 6:00 p.m., seven (7) days a week, by at least one (1) employee who can respond to inquiries by and complaints from County which may be received

regarding Contractor performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. Contractor shall answer calls received by the answering service within one (1) hour of receipt of the call. Contractor may be required to maintain an additional "on-site" office at particular Locations, with space provided by County, based on the needs of the Locations.

6.7 Contractor Business Continuity Plan (BCP) - Emergency Response

6.7.1 In compliance with County Chief Executive Office, Emergency Management guidelines, County requires that Contractor submit a Business Continuity Plan (BCP) for each Location.

6.7.2 The Department is responsible for providing security for many essential County programs and services. Contractor's BCP is used for service restoration in the event of an emergency. In order to ensure uninterrupted services for essential County programs, Contractor shall:

1. Prepare a BCP for each Location within thirty (30) calendar days of commencement of the Contract and submit to County Project Director and County Project Manager, for approval.
2. Conduct emergency response drills at a minimum of one (1) time per year, at each Location where services are provided. Emergency drills are to be conducted in cooperation with Department personnel and/or local emergency responders and Location administration personnel. Contractor shall document and report the results of these emergency response drills to County Project Manager.
3. Conduct a table top (scenario) BCP exercise, for each Location where services are provided, at a minimum of one (1) time per year. The table top exercise shall ensure that information in BCP is complete and accurate and that Security Guards and Security

Guard Supervisors know their responsibilities in an emergency. Results of table top (scenario) exercises are to be documented and reported to County Project Director and County Project Manager. The report shall include, but is not limited to, an overview of the exercise conducted, name and position of participant(s), nature of any deficiencies, a corrective action plan, and the timeframe to correct deficiencies. Contractor shall ensure all information included in BCP is accurate and complete.

4. Update the BCP, including employee contact information, on an ongoing basis to ensure information contained in BCP is complete and accurate, and provide an updated copy to the County Project Manager. All BCPs are incorporated herein by this reference.

6.7.3 Failure to comply with the requirements of this Paragraph 6.7 - Contractor Business Continuity Plan – Emergency Response may result in a County-imposed assessment of one thousand dollars (\$1,000) per occurrence against Contractor and, if non-compliance persists, termination or suspension of Contract, as specified in Attachment 5 - Performance Requirements Summary (PRS) of this SOW.

7.0 CONTRACTOR WORK REQUIREMENTS

7.1 Security Guard and Security Guard Supervisor General Requirements and Qualifications

7.1.1 Security Guards and Security Guard Supervisors shall possess basic writing skills and computer knowledge for note-taking and completing report forms, the ability to write and speak in English, the ability to work with the public and with County employees, and the ability to accept responsibility and work independently.

- 7.1.2 Security Guards and Security Guard Supervisors shall have satisfactorily completed California DCA, BSIS, and County training requirements as required in this SOW and otherwise.
- 7.1.3 Security Guards and Security Guard Supervisors must be at least eighteen (18) years of age to provide services under the Contract.
- 7.1.4 Security Guards and Security Guard Supervisors shall have a working knowledge of pertinent California Penal Code sections (i.e., power of arrest and search and seizure).
- 7.1.5 Security Guards and Security Guard Supervisors shall keep current and have the proper and current certificates and licenses required to perform the services under the Contract, including but not limited to those specified in sub-paragraph 6.3.3 - Administrative File of this SOW.
- 7.1.6 Security Guards and Security Guard Supervisors shall be in good physical condition and shall be able to carry out all work requirements specified in the Contract. This may require, at County's discretion, that Contractor send Security Guards or Security Guard Supervisors for a fitness for duty exam upon County's request.
- 7.1.7 When starting work at a Location that is new to the Security Guard or Security Guard Supervisor, the Security Guard or Security Guard Supervisor must receive site-specific training, provided by County and/or Security Guard Supervisors, as the case may be, prior to or after beginning work under the Contract, as stated in Site-Specific Post Orders developed and provided by the Department (as described in sub-paragraph 5.1.5.1 - Post Orders of this SOW).
- 7.1.8 Security Guards and Security Guard Supervisors shall provide additional services, such as building and parking security services, as determined by County and as stated in Site-Specific Post Orders provided by the

Department (as described in sub-paragraph 5.1.5.1 - Post Orders of this SOW).

7.2 General Performance Requirements

Security Guards and Security Guard Supervisors are required to perform the following general performance work requirements:

- 7.2.1 Security Guards and Security Guard Supervisors shall not eat, read, or use personal radios, cellular telephones, televisions, any kind of electronic entertainment devices, Compact Disc players, or tape players at their Posts at any time.
- 7.2.2 Security Guards and Security Guard Supervisors shall be punctual, remain awake, alert, and attentive during their shifts, without exception.
- 7.2.3 Security Guards and Security Guard Supervisors shall report to work attired in full uniform as specified in sub-paragraph 6.4.1 - Uniforms/ Identification Badges of this SOW with all required equipment/accessories as specified in sub-paragraph 6.4.2 - Security Guard Equipment/Accessories with all materials and equipment as specified in sub-paragraph 6.4.3 - Materials and Equipment of this SOW.
- 7.2.4 Security Guards and Security Guard Supervisors shall not remove or borrow items owned by County employees. Such items include, but are not limited to, radios, heaters, fans, etc.
- 7.2.5 Contractor is responsible for filling assigned Posts at all times according to the schedule set forth in Attachment 2 - Minimum Staffing Plan by SPA of this SOW. Security Guards and Security Guard Supervisors shall not leave their assigned Posts until properly relieved. Contractor shall be responsible for payment of relief staff. County will not incur additional cost for any relief staff.

- 7.2.6 Security Guards and Security Guard Supervisors shall not use any County telephones except for the purpose of making or receiving calls to or from their supervisors, emergency contacts, or County representatives.
- 7.2.7 Security Guards and Security Guard Supervisors shall present a businesslike demeanor at all times. Excessive socializing with the public, County employees, or other Security Guards and Security Guard Supervisors during working hours is prohibited.
- 7.2.8 Security Guards and Security Guard Supervisors shall maintain their Post desk in a neat and presentable manner.
- 7.2.9 Security Guards and Security Guard Supervisors shall have a good working knowledge of self-defense and lawful public restraint procedures.
- 7.2.10 Security Guards and Security Guard Supervisors shall react quickly and take command of emergent security incidents and use sound judgment and discretion in handling unruly members of the public.
- 7.2.11 Security Guards and Security Guard Supervisors, and other Contractor employees shall not bring visitors, firearms, or contraband into Locations.
- 7.2.12 Security Guards and Security Guard Supervisors shall follow all Federal, State and local laws that apply to the provision of security guard services, particularly those dealing with arrest, licensing, training, and certifications as set forth in California Penal Code sections 830.1 through 854 and with all Department rules and regulations.

7.3 Security Guard Duties, Restrictions, and Obligations

Security Guard duties shall include, but shall not be limited to, the following duties:

- 7.3.1 Sign-in and sign-out each day using both an Electronic Post Confirmation System and a hard copy Security Guard Sign In/Out Sheet, provided by the Contractor and located at each Post. Guards shall report to work on time and hold over on assigned duties until relieved.
- 7.3.2 Operate weapon screening equipment, including x-ray machine and magnetometers, both screen-operated and hand-held, if required.
- 7.3.3 Cover an assignment at a fixed Post or patrol an area or Location for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to other individuals or to property.
- 7.3.4 Detain individuals for further investigation or arrest when circumstances and conditions warrant such action.
- 7.3.5 Intervene when necessary to prevent injurious acts to persons or property, conduct searches, as required, for firearms and contraband, and provide details on individuals for investigations, detention, or arrest.
- 7.3.6 Visually screen packages and parcels carried in and out of a Location to secure against theft and prepare written records of contents. Ensure transmittal forms contain authorized signature to accompany materials and items being removed from the Location.
- 7.3.7 Investigate questionable acts or behavior observed or reported on County property, and question witnesses and suspects to ascertain or verify facts.
- 7.3.8 Answer questions and provide escort services as duties permit, to members of the public or County employees.
- 7.3.9 Monitor the security of safes and secure areas within each Location where equipment or items of value are stored.

- 7.3.10 Lock and unlock gates and doors as directed in Post Orders or by Facility Administrator.
- 7.3.11 Turn off and/or dim lights, and close window coverings at a Location as directed in General Post Orders, Site-Specific Post Orders, or by Facility Administrator.
- 7.3.12 Ensure that only authorized personnel are permitted access to closed or restricted Locations or areas, and detain unidentified or unauthorized individuals. Visually inspect all persons, including County employees, for proper identification and require such individuals to sign in and sign out of a Location, as required in General Post Orders, Site-Specific Post Orders or by Facility Administrator.
- 7.3.13 Raise and lower flags at designated times according to General Post Orders, Site-Specific Post Orders, or as directed by Facility Administrator.
- 7.3.14 Respond to reports of ill or injured visitors, patrons, or employees; render first aid and notify local law enforcement and/or Department personnel or Location administrator, as soon as practicably feasible if further assistance is necessary or desirable.
- 7.3.15 Relay reports of bomb threats immediately to local law enforcement, and/or Department personnel, or Location administrator; participate in bomb searches organized by County Project Director or other law enforcement agency personnel.
- 7.3.16 Respond to scene of locally-activated fire, burglary, or other alarms, evaluate the situation, and take appropriate action.
- 7.3.17 Monitor building alarm systems and electronic surveillance equipment, such as closed circuit television (CCTV) monitors, in buildings, halls, or parking lots, as required in General Post Orders, Site-Specific Post Orders, or as directed by Facility Administrator.

7.3.18 Receive additional training in the use of County and/or Contractor-provided radio equipment, including knowledge of all appropriate codes, and ensure that such equipment is properly used, stored and maintained as required by Location. County radios are provided only when Security Guards need to be in contact with the County Project Director and County Project Manager. Contractor is required to provide all radios for Security Guards and at least one radio for each Facility Administrator as specified in sub-paragraph 6.4.3.1 - Radios of this SOW.

7.3.19 Conduct regular patrols of Locations, utilizing Contractor-issued motor vehicles, as required in General Post Orders, Site-Specific Post Orders, or as directed by Facility Administrator.

7.3.20 Possess knowledge of the following:

- a) Working knowledge of assigned Location;
- b) Procedures for reporting and/or correcting hazardous conditions. Report safety hazards, malfunctioning equipment, liquid spills, and other such matters to the appropriate Department personnel and/or Location administrator and/or emergency agency.

7.3.21 Monitor parking as directed in General Post Orders, Site-Specific Post Orders, or as directed by Facility Administrator.

7.3.22 Properly maintain and handle batons (Security Guards and Security Guard Supervisors only).

- a) Security Guards shall not store baton, or Sam/Sally Browne belt at any Location where services under the Contract are being provided, unless specifically authorized, in writing, by County Project Director.
- b) Security Guards shall not remove batons, Sam/Sally Browne belts from their persons or leave such items unattended at any Location, unless

under extreme emergency or in a life threatening situation, or unless specifically authorized, in writing, by County Project Director.

- c) Batons shall not be utilized as a measure of threat or intimidation, but shall be used only in life threatening or restraint situations.
- d) Security Guards shall not carry on their person nor store any firearms or firearm accessory at any Location where services under the Contract are being provided.
- e) In the event of an incident involving serious misuse of authority by Security Guard or any Contractor employees, County Project Manager may proceed with and conduct an administrative investigation. Contractor shall fully cooperate with County in such situation, including, but not limited to, submitting documentation requested by County Project Manager, and allowing Contractor employees to be interviewed at a Location designated by County Project Manager.
- f) Contractor shall maintain accessories in good working condition.

7.4 Security Guard Supervisor Duties

Security Guard Supervisor duties shall include, but shall not be limited to, the following duties:

- 7.4.1 Provide direction and instruction to Post and/or patrolling Security Guards by making daily rounds of assigned Locations and monitoring Security Guards' performance under this Contract.
- 7.4.2 Explain post procedures which are outlined in General Post Orders and Site-Specific Post Orders to assigned Security Guards.

- 7.4.3 Immediately respond to on-site emergencies, providing support as needed.
- 7.4.4 Provide training to Security Guards under his/her supervision and ensure that each Security Guard fully understands the duties and services to be provided under this Contract, prior to Security Guard starting work as set forth throughout the Contract.
- 7.4.5 Be available for inspections from County Project Director, County Project Manager, County Contract Monitors and other DHS personnel.
- 7.4.6 Be available to the Security Guards under his/her supervision at all times during the assigned shift.
- 7.4.7 Provide technical and administrative advice to Security Guards as appropriate.
- 7.4.8 Ensure that assigned Security Guard coverage is appropriate and adequate to meet County requirements.
- 7.4.9 Inform subordinates of any deviations from acceptable practices and procedures, instruct Security Guards on the proper methods and procedures, and explain conditions in which deviations are permissible.
- 7.4.10 Respond to requests from Security Guards for assistance.
- 7.4.11 Have a thorough knowledge of radio usage and codes, and train Security Guards in these areas.
- 7.4.12 Conduct investigations of incidents and prepare a written memorandum or SIR as appropriate.
- 7.4.13 Drive a Contractor-provided motor vehicle to the different assigned Locations.

7.4.14 Sign-in and sign-out at visited Locations. A Security Guard Supervisor shall sign in/out using both the Electronic Post Confirmation System and the hard copy sign-in/ sign-out sheet, provided by the Contractor, to record each Location visited.

7.4.15 Provide relief for Security Guard breaks and meals as required.

7.5 Post Commander Duties

Post Commander duties shall include, but shall not be limited to, the following duties:

7.5.1 Provide direction and instruction to Post and/or patrolling Security Guard Supervisors by making daily rounds of assigned Location(s) and monitoring Security Guard Supervisors' performance under this Contract.

7.5.2 Explain post procedures which are outlined in General Post Orders and Site-Specific Post Orders to assigned Security Guard Supervisors.

7.5.3 Immediately respond to on-site emergencies, providing support as needed.

7.5.4 Provide training to Security Guard Supervisors under his/her supervision and ensure that each Security Guard Supervisor fully understands the duties and services to be provided under this Contract, prior to Security Guard Supervisor starting work as set forth throughout the Contract.

7.5.5 Be available for inspections from County Contract Monitors and other DHS personnel.

7.5.6 Be available to the Security Guard Supervisors under his/her supervision at all times during the assigned shift.

7.5.7 Provide technical and administrative advice to Security Guard Supervisors as appropriate.

- 7.5.8 Ensure that assigned Security Guard Supervisor coverage is appropriate and adequate to meet County requirements.
- 7.5.9 Inform subordinates of any deviations from acceptable practices and procedures, instruct Security Guard Supervisors on the proper methods and procedures, and explain conditions in which deviations are permissible.
- 7.5.10 Respond to requests from Security Guard Supervisors for assistance.
- 7.5.11 Have a thorough knowledge of radio usage and codes, and train Security Guard Supervisors in these areas.
- 7.5.12 Conduct investigations of incidents and prepare a written memorandum or SIR as appropriate.
- 7.5.13 Drive a Contractor-provided motor vehicle to the different assigned Locations as required.
- 7.5.14 Sign-in and sign-out at assigned Locations. A Post Commander shall sign in/out using both the Electronic Post Confirmation System and the hard copy sign-in/ sign-out sheet, provided by the Contractor, to record each Location visited.
- 7.5.15 Ensure all security and safety equipment is accounted for and maintained in good working order.
- 7.5.16 Conduct Security Guard and Security Guard Supervisor inspections and appraisals.
- 7.5.17 Ensure newly hired and/or newly assigned Security Guards and Security Guard Supervisors are trained appropriately and all related documentation is completed.

7.5.18 Act as liaison for security company, County Project Director and Facility; providing accurate, timely, and responsive verbal and written communications, and attending all safety-related meetings, as required.

7.6 Watch Supervisor Duties

Watch Supervisor duties shall include, but are not limited to, the following duties:

7.6.1 Direct Security Guards and Security Guard Supervisors during an assigned shift at a Location.

7.6.2 Ensure that the watch operates with integrity, providing a safe and secure environment in which all County requirements are met.

7.6.3 Ensure all Posts are filled and Security Guards and Security Guard Supervisors report to their assigned Posts at the start of the shift on time and Posts remain filled throughout the shift.

7.6.4 Assume responsibility in an emergent situation, establishing incident command, and reporting to the Facility Administrator as soon as the situation allows and it is safe to do so.

7.6.5 Maintain an accurate and timely log throughout the shift. Prepare reports as required in the General Post Orders and/or Site-Specific Post Orders.

7.6.6 Prepare Security Incident Reports and make notifications, as required, for any security incidents that occur during the shift.

7.6.7 Provide information to the next shift, verbally and/or in writing, for all reportable information as required by the General Post Orders and Site Specific Post Orders for the Location.

8.0 REPORTING REQUIREMENTS

Contractor and/or Contractor employees shall prepare, submit, and maintain documents and reports pursuant to the Contract, including this SOW. Contractor shall submit documents at the frequency specified in the Contract, including this SOW.

8.1 Invoices

Contractor shall furnish to County, in a timely manner, true, accurate, and complete Monthly Invoice(s), with all necessary supporting documentation, as set forth in sub-paragraph 5.5 - Invoices and Payments of the Contract.

8.2 Quality Control Plan

Contractor shall maintain, update as necessary and provide to County Project Manager, immediately upon request, a detailed Quality Control Plan as specified in Section 3.0 - Quality Control of this SOW.

8.3 Monthly Inspection Report

A Monthly Inspection Report (MIR) is to be completed by the tenth (10th) calendar day of each month for each Location for which services were provided, according to Attachment 2 - Minimum Staffing Plan by SPA of this SOW, which shall provide full details on all services provided, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action shall be provided. A complete record of all MIRs conducted by Contractor shall be made available upon request by County. Contractor shall maintain all MIR records and reports for five (5) years following termination of the Contract.

8.4 Recruitment Plan

Contractor shall inform County of how they intend to recruit and maintain a pool of additional personnel (as described in sub-paragraph 6.3.1 of this SOW) to

provide services under the Contract by providing to County Project Manager a detailed recruitment plan at least ten (10) calendar days prior to commencing work under the Contract and make changes as recommended by County.

8.5 Procedural Manual

Contractor shall develop and provide a procedural manual describing how Contractor will inform their employees of procedural changes made by County or other entity to its employees, at least ten (10) Business Days prior to commencing work under the Contract.

8.6 Background Investigation Clearance Report

Contractor shall forward a Background Investigation Clearance Report to County Project Manager by the tenth (10th) calendar day of each month. The Background Investigation Clearance Report shall include employee name, Location, guard registration card number (if applicable), and date background cleared by County.

8.7 Complaint Investigation Procedures

Within ten (10) Business Days prior to commencing work under the Contract, Contractor shall develop, maintain, and follow procedures for receiving, investigating and responding to complaints by Security Guards, Security Guard Supervisors, members of the public, and/or County personnel as set forth in subparagraph 8.5 - Complaints of the Contract.

8.8 Security Guard and Security Guard Supervisor Training Program Reports

8.8.1 Training Tracker, Training Compliance Report, and Notification of Required County Training

- a) Contractor shall ensure that all Security Guard and Security Guard Supervisors remain current in all required training and certifications, including required updates provided by County.

- b) Contractor shall establish a method of tracking all required certificates, training, and training updates needed to maintain compliance with this Contract.
- c) Contractor shall provide a Training Compliance Report at the time of the quarterly performance evaluation meetings, or as requested by County Project Manager.
- d) Contractor shall request annual County-required training, as specified in sub-paragraph 6.5.2.1 of this SOW, by providing a Notification of Required County Training to County Project Manager at least sixty (60) calendar days prior to the date annual training is needed, to allow time for coordination and scheduling of the necessary training with County providers. The content of County and Contractor training plans are subject to change at the sole discretion of County.
- e) A Training Compliance Report shall be kept in each employee's Training File and shall include:
 - 1. Name of Security Guard or Security Guard Supervisor;
 - 2. Title of training;
 - 3. Date completed;
 - 4. Number of hours;
 - 5. Certificate of completion received;
 - 6. Future training and date needed.

8.8.2 In-Service Training Report

Contractor shall provide a monthly report of all in-service training (training received while providing services at a Location) to County Project Manager by the tenth (10th) calendar day of the following month in which training was completed. Report shall be in spreadsheet format and include the following: Location name, guard last name, guard first name, guard card number, date of training, name of in-service training, type of training (computer, class, handout, demonstration), brief description of training, and attach course description if available.

8.8.3 Security Guard and Security Guard Supervisor Training File

8.8.3.1 Contractor shall be responsible for maintaining a Training File for each employee assigned to provide services under the Contract. The Training File shall contain copies of: completed Contractor background investigation records; records of training received from Contractor or County with dated certificates of completion; current cards, licenses, and certifications; a brief biological sketch of the employee; and any additional information as required by County. The Training File shall be kept by Contractor, updated with current information on an on-going basis, and made available for inspection upon request by County, state, or federal representatives. On-site storage and retrieval of Security Guard and Security Guard Supervisor Training Files may be required, based on the needs of the Location where services are performed.

8.8.3.2 The Training File shall include, but shall not be limited to, the following current certifications and information:

- a) Annual Performance Evaluations as required in subparagraph 6.3.7 - Annual Performance Evaluations of this SOW;
- b) Current Cardiopulmonary Resuscitation Certificate (CPR) Card for Adult, Child and Infant, issued by American Red Cross or equivalent provider;
- c) Current First Aid Certificate for Adult, Child and Infant, issued by American Red Cross or equivalent provider;
- d) Current Guard Registration Card issued by the California Department of Consumer Affairs (DCA), Bureau of Security and Investigative Services (BSIS);
- e) Current permit for baton pursuant to Section 12002 of the California Penal Code;
- f) Current POST certification in the use of baton;
- g) Current permit to carry ten percent (10%) solution of oleoresin capsicum (pepper spray).
- h) Valid California Class "C" Driver's License and/or Identification Card (Driver's License only if required by position);
- i) Record of Radio Procedures Training;
- j) Record of crisis intervention techniques training (if required); and
- k) Record of training as specified in Attachment 3 - Training Outline and Paragraph 6.5 - Security Guard

and Security Guard Supervisor Training Requirements of this SOW; and

- l) Record of The Joint Commission (TJC) compliance requirement training (if required); and
- m) Record of Location-specific employee training.

8.9 Notification of Infectious Potential

8.9.1 Contractor shall immediately notify the County Project Manager of any Security Guard or Security Guard Supervisor reporting contact with, or evidencing signs or symptoms indicating the presence of, an infectious disease. Any Security Guard or Security Guard Supervisor determined to have infectious potential shall be removed from his/her Post until it has been determined that the individual is no longer infectious as evidenced by a doctor's note.

8.9.2 County may provide, without incurring liability, referrals to Contractor and its Security Guards and Security Guard Supervisors with respect to health examinations, vaccinations, or other medical treatment which may be necessitated as a result of infection potential notification.

8.9.3 Contractor shall, utilizing available public information, make its employees aware of recommended vaccinations for diseases that can be prevented by vaccination.

8.10 Security Guard and Security Guard Supervisor Medical Records

To the extent expressly authorized by law, Security Guard, Security Guard Supervisor Program Manager, and Program Supervisor medical records shall be maintained and made available for review upon the request of appropriate County personnel, local, or State health officials. The County Department of Health Services and Department of Public Health may need to access the medical

records in the event of a TJC review and/or medical outbreak. On-site storage and retrieval of some Security Guard, Security Guard Supervisor, Program Manager, and Program Supervisor medical records may be required, based on the needs of the Location where services are to be performed.

8.11 Illness and Injury Prevention Program

Contractor shall provide County Project Manager with a copy of Contractor's CAL/OSHA-compliant Illness and Injury Prevention Program (IIPP) prior to commencement of services under the Contract.

8.12 Daily/Weekly Reporting Documents

Contractor shall maintain Security Guard and Security Guard Supervisor Sign In/Out Sheets, and Daily Activity Reports (DAR) at each Location where services are provided. The completed Sign In/Out Sheets shall be submitted with monthly invoices to County Project Manager, or designee, for review. Records shall include, but may not be limited to:

8.12.1 Security Guard Sign In/Out

Security Guards must sign in upon arrival at Post and sign out at the end of each shift using both an Electronic Post Confirmation System and a hard copy Security Guard Sign In/Out Sheet.

8.12.2 Security Guard Supervisor Sign In/Out Sheet

Security Guard Supervisors shall sign in and out at each Location when making their rounds using both an Electronic Post Confirmation System and a hard copy Security Guard Supervisor Sign In/Out Sheet.

8.12.3 Security Guard Daily Activity Report (DAR)

Security Guards shall note the time and briefly describe events that have taken place each day, such as theft, fire, unauthorized entry to secured

area, property damage, bodily injury, etc. DAR shall be completed at the end of each shift and available for inspection at the beginning of the next shift.

8.12.4 Security Guard Supervisor Daily Activity Report (DAR)

Security Guard Supervisors shall, while conducting patrol in Contractor-furnished motor vehicles, note their starting and ending mileage when making the rounds, Locations visited, guards inspected, training completed, relief given for breaks or meal periods, records reviewed, Department personnel encountered, County Services Bureau Contract Monitors contacted, and any Contract Discrepancy Report follow-up completed. DAR notations are to be made following each Location visit. DAR shall be completed at the end of each shift and available for inspection at the beginning of the next shift.

8.13 Security Incident Report (SIR)

8.13.1 Security Guards and Security Guard Supervisors shall report any lost, theft, or misuse or any Contractor-owned or County-owned equipment immediately to Contractor Project Manager by phone or email. Preliminary notification is to be followed by written memorandum or a Security Incident Report (SIR) by the end of shift. Written documentation shall include: report date, date, time, and Location where item became lost or was stolen, description of missing item, serial number (if applicable), Contractor and County employees assigned to Post. Contractor Project Manager will notify and provide written documentation to County Project Manager, as specified in Section 8.0 - Reporting Requirements of this SOW.

8.13.2 Security Guards and Security Guard Supervisor shall report the loss, theft, or misuse of any weapon, baton, or Sam/Sally Browne belt, immediately to the Contractor Project Manager. A written memorandum

or a SIR shall be submitted to the County Project Manager describing the missing item, serial number, date of incident and name of employee assigned to Location.

- 8.13.3 Security Guards or Security Guard Supervisors shall immediately report to County Project Manager any incidents requiring fire, law enforcement, health authorities and/or Facility Administrator response; on any incidents involving: arrest/detention of member of the public or County employee, assault, force used by security guard, act or threat of physical violence, attempted suicide, bomb threat, death at the Location, shooting, natural or manmade disaster, incident involving a restraining order, evacuation or partial evacuation, visit by regulatory authorities such as CAL-OSHA, TJC, fire, theft, flood, hazardous materials, hostage or barricade, mechanical or power failure, discharge of firearms, bodily injury, allegation of sexual harassment or contact by administrator involving Security Guard. Security Guards or Security Guard Supervisors shall immediately follow up on these incidents by preparing a written memorandum or a SIR. Written documentation shall describe the incidents in detail, and be submitted to the County Project Manager before the end of the shift, or if incidents occur after hours, the next morning.
- 8.13.4 Report all incidents of an emergent nature that may involve potential property damage or personal injury to Security Guard Supervisor. Security Guard Supervisor shall report the incidents to County Facility Administrator, as outlined in Post Orders:
- a) Immediately request appropriate emergency aid.
 - b) Notify Contractor Project Manager as soon as practicably feasible.
 - c) Prepare a written memorandum or SIR, as required, and submit to Contractor Project Manager by the end of the shift or if incidents occur after hours, the next morning.

**SOW ATTACHMENT 1
LOCATIONS / ADDRESSES
UNARMED SECURITY GUARD SERVICES
ALL SERVICE PLANNING AREAS**

The County of Los Angeles operates numerous facilities, hospitals, and clinics within eight (8) Service Planning Areas in Los Angeles County. These locations offer a wide range of services to the public who reside in all areas of the County.

LOC	CODE	FACILITY NAME	STREET ADDRESS	CITY	STATE	ZIP	SP A	AREA	INVOICE ADDRESS
1	DHS	HIGH DESERT REGIONAL HEALTH CENTER	335 EAST AVENUE I	LANCASTER	CA	93534	1	ANTELOPE VALLEY	Erick Lopez, Finance Manager Ambulatory Care Network 350 S. Figueroa Street, Suite 990 Los Angeles, CA 90071
2	DHS	HIGH DESERT HEALTH SYSTEMS	44900 NORTH 60TH STREET WEST	LANCASTER	CA	93536	1	ANTELOPE VALLEY	
3	DHS	LAKE LA CARE CENTER	16921 EAST AVENUE O, SPACE G	LAKE LOS ANGELES	CA	93535	1	ANTELOPE VALLEY	
4	DHS	LITTLE ROCK CARE CENTER	8201 PEARBLOSSOM HIGHWAY	LITTLE ROCK	CA	93543	1	ANTELOPE VALLEY	
5	DHS	SOUTH VALLEY MEDICAL CENTER	38350 40TH STREET EAST	PALMDALE	CA	93550	1	ANTELOPE VALLEY	
6	DHS	ANTELOPE VALLEY HEALTH CENTER	335-B EAST AVENUE K-6	PALMDALE	CA	93526	1	ANTELOPE VALLEY	
		DHS		6 CITIES		SPA 1		ANTELOPE VALLEY	

**SOW ATTACHMENT 1
LOCATIONS / ADDRESSES
UNARMED SECURITY GUARD SERVICES
ALL SERVICE PLANNING AREAS**

LOC	CODE	FACILITY NAME	STREET ADDRESS	CITY	STATE	ZIP	SP	AREA	INVOICE ADDRESS
7	DHS	OLIVE VIEW UCLA MEDICAL CENTER	14445 OLIVE VIEW DRIVE	SYLMAR	CA	91342	2	SAN FERNANDO	Olive View-UCLA Medical Center Expenditure Management - Trailer Q Sylmar, CA 91342 Attention: Rafael Salazar
8	DHS	MID VALLEY	7515 VAN NUYS BOULEVARD	VAN NUYS	CA	91405	2	SAN FERNANDO	Erick Lopez, Finance Manager Ambulatory Care Network 350 S. Figueroa Street, Suite 990 Los Angeles, CA 90071
9	DHS	SAN FERNANDO HEALTH CENTER	1212 PICO BOULEVARD	SAN FERNANDO	CA	91346	2	SAN FERNANDO	
		DHS		3 CITIES		SPA 2		SAN FERNANDO	

**SOW ATTACHMENT 1
LOCATIONS / ADDRESSES
UNARMED SECURITY GUARD SERVICES
ALL SERVICE PLANNING AREAS**

LOC	CODE	FACILITY NAME	STREET ADDRESS	CITY	STATE	ZIP	SP	AREA	INVOICE ADDRESS
10	DHS	EL MONTE CHC	10953 RAMONA BOULEVARD	EL MONTE	CA	91731	3	SAN GABRIEL	Erick Lopez, Finance Manager Ambulatory Care Network 350 S. Figueroa Street, Suite 990 Los Angeles, CA 90071
11	DHS	LA PUENTE HEALTH CENTER	15930 CENTRAL AVENUE	LA PUENTE	CA	91744	3	SAN GABRIEL	
		DHS		2 CITIES		SPA 3		SAN GABRIEL	

**SOW ATTACHMENT 1
LOCATIONS / ADDRESSES
UNARMED SECURITY GUARD SERVICES
ALL SERVICE PLANNING AREAS**

LOC	CODE	FACILITY NAME	STREET ADDRESS	CITY	STATE	ZIP	SPA	AREA	INVOICE ADDRESS
12	DHS	USC MEDICAL CENTER	1200 NORTH STATE STREET	LOS ANGELES	CA	90033	4	METRO	LAC+USC Medical Center Attn: Expenditure Management P.O. Box 861749 Los Angeles, CA 90033
13	DHS	ADMINISTRATIVE HQ	313 NORTH FIGUEROA STREET	LOS ANGELES	CA	90012	4	METRO	Marta G. Sheffield, Chief HS - Facilities Management Division 313 North Figueroa Street, Room 707 Los Angeles, CA 90012
14	DHS	H. CLAUDE HUDSON CHC	2829 SOUTH GRAND AVENUE	LOS ANGELES	CA	90007	4	METRO	Erick Lopez, Finance Manager Ambulatory Care Network 350 S. Figueroa Street, Suite 990 Los Angeles, CA 90071
		DHS		3 CITIES		SPA 4		METRO	

**SOW ATTACHMENT 1
LOCATIONS / ADDRESSES
UNARMED SECURITY GUARD SERVICES
ALL SERVICE PLANNING AREAS**

LOC	CODE	FACILITY NAME	STREET ADDRESS	CITY	STATE	ZIP	SP #	AREA	INVOICE ADDRESS
15	DHS	MLK/DREW MEDICAL CENTER	12021 WILMINGTON AVENUE	LOS ANGELES	CA	90059	6	SOUTH	Erick Lopez, Finance Manager Ambulatory Care Network 350 S. Firuena Street, Suite 990 Los Angeles, CA 90071
16	DHS	HUBERT H. HUMPHREY CHC	5850 SOUTH MAIN STREET	LOS ANGELES	CA	90003	6	SOUTH	
17	* DHS	DOLLARHIDE HEALTH CENTER	1108 NORTH OLEANDER AVENUE	COMPTON	CA	90220	6	SOUTH	
		DHS		2 CITIES		SPA 6		SOUTH	

**SOW ATTACHMENT 1
LOCATIONS / ADDRESSES
UNARMED SECURITY GUARD SERVICES
ALL SERVICE PLANNING AREAS**

LOC	CODE	FACILITY NAME	STREET ADDRESS	CITY	STATE	ZIP	SP A	AREA	INVOICE ADDRESS
18	DHS	RANCHO LOS AMIGOS MEDICAL CENTER	7601 EAST IMPERIAL HIGHWAY	DOWNEY	CA	90242	7	EAST	Rancho Los Amigos National Rehabilitation Center Expenditure Mgmt, Finance Trailer 2 7601 E. Imperial Hwy. Downey CA 90242
19	DHS	EDWARD R. ROYBAL CHC	245 S FETTERLY AVENUE	LOS ANGELES	CA	90022	7	EAST	Erick Lopez, Finance Manager Ambulatory Care Network 350 S. Figueroa Street, Suite 990 Los Angeles, CA 90071
20	DHS	BELLFLOWER HEALTH CENTER	10005 EAST FLOWER STREET	BELLFLOWER	CA	90706	7	EAST	
21	DHS	FERGUSON BUILDING	5555 FERGUSON DRIVE	COMMERCE	CA	90022	7	EAST	Marta G. Sheffield, Chief HS - Facilities Management Division 313 North Figueroa Street, Room 707 Los Angeles, CA 90012
					4 CITIES		SPA 7	EAST	

**SOW ATTACHMENT 1
LOCATIONS / ADDRESSES
UNARMED SECURITY GUARD SERVICES
ALL SERVICE PLANNING AREAS**

LOC	CODE	FACILITY NAME	STREET ADDRESS	CITY	STATE	ZIP	SPA	AREA	INVOICE ADDRESS
22	DHS	HARBOR UCLA MEDICAL CENTER	1000 WEST CARSON STREET ROOM 104	HARBOR CITY	CA	90502	8	SOUTHBAY	Azar Kaitan, Chief Operations Officer Harbor-UCLA Medical Center 1000 W. Carson Street Torrance, CA 90509
23	DHS	HARBOR BAY CLINIC	1403 WEST LOMITA BOULEVARD	HARBOR CITY	CA	90710	8	SOUTHBAY	
24	DHS	LONG BEACH CHC	1333 CHESTNUT AVENUE	LONG BEACH	CA	90813	8	SOUTHBAY	Erick Lopez, Finance Manager Ambulatory Care Network 350 S. Figueroa Street, Suite 990 Los Angeles, CA 90071
25	DHS	WILMINGTON HEALTH CENTER	1325 BROAD AVENUE	WILMINGTON	CA	90744	8	SOUTHBAY	
		DHS		3 CITIES			SPA 8	SOUTHBAY	

* Location not currently providing services

ALLIED UNIVERSAL SECURITY SERVICES

DEPARTMENT OF HEALTH SERVICES - STAFFING LEVELS
SOW ATTACHMENT 2 - MINIMUM STAFFING PLAN BY SPA

NORTH ZONE

SPA 1	SERVICE ADDRESS	POSITION	SHIFT	DAYS	LUNCH	WEEKLY		MONTHLY		ANNUAL		TOTAL RES
						REG	OT	REG	OT	REG	OT	
1	HIGH DEBARY REGIONAL HEALTH CENTER 335 EAST AVENUE 1 LANCASTER, CALIFORNIA 93534	1	0700 - 1600	Sun - Sat, Hol	LOP	0.00	243.33	2,160.00	0.00	2,160.00	0.00	2,160.00
		1	1500 - 2300	Sun - Sat, Hol	LOP	0.00	243.33	2,160.00	0.00	2,160.00	0.00	2,160.00
		2	0800 - 1600	Sun - Sat, Hol	LOP	0.00	486.67	4,380.00	0.00	4,380.00	0.00	4,380.00
		1	1600 - 2400	Sun - Sat, Hol	LOP	0.00	243.33	2,160.00	0.00	2,160.00	0.00	2,160.00
		1	2400 - 0600	Sun - Sat, Hol	LOP	0.00	1,948.87	17,540.00	0.00	17,540.00	0.00	17,540.00
	On Site Supervisor Crews all HP	Total On Site Supervisors				72.00	648.00	5,800.00	0.00	5,800.00	0.00	5,800.00
		Facility Total				72.00	648.00	5,800.00	0.00	5,800.00	0.00	5,800.00
2	LASE LA CARE CENTER 18927 EAST AVENUE D, SPACE G LAKE LOS ANGELES, CALIFORNIA 93535	1	0600 - 1730	M, W, F	LOP	0.00	104.29	1,937.25	19.55	1,249.00	214.64	1,463.64
			Total Unarmed			0.00	104.29	1,937.25	19.55	1,249.00	214.64	1,463.64
3	LITTLE ROCK CARE CENTER 8201 PEARLBLOSSOM HIGHWAY LITTLE ROCK, CALIFORNIA 93543	1	0600 - 1730	Tues & Fri	LOP	0.00	69.52	1,304.88	13.04	82.26	126.43	988.43
			Total Unarmed			0.00	69.52	1,304.88	13.04	82.26	126.43	988.43
4	SOUTH VALLEY HENRY CENTER 31150 10TH STREET, CAS PALMDALE, CALIFORNIA 93552	1	0700 - 1600	Sun - Sat, Hol	LOP	0.00	243.33	2,160.00	30.42	2,737.50	385.00	3,215.00
		1	1600 - 0100	Sun - Sat, Hol	LOP	0.00	243.33	2,160.00	30.42	2,737.50	385.00	3,215.00
		2	Total Unarmed			0.00	486.67	4,320.00	60.84	5,475.00	770.00	6,245.00
5	ANTELOPE VALLEY HEALTH CENTER 305-B EAST AVENUE K-6 LANCASTER, CALIFORNIA 93535	1	0730 - 1730	Mon - Fri	LOP	0.00	173.84	3,292.96	43.45	2,112.00	521.43	2,614.43
			Total Unarmed			0.00	173.84	3,292.96	43.45	2,112.00	521.43	2,614.43

ALLIED UNIVERSAL SECURITY SERVICES

DEPARTMENT OF HEALTH SERVICES - STAFFING LEVELS
SOW ATTACHMENT 2 - MINIMUM STAFFING PLAN BY SPA

NORTH ZONE

SPA #	DHS	OVMC	24/7	MO REL	On Site Super	SERVICE ADDRESS	POSITION	SHIFT	DAYS	LUNCH	DAILY		MONTHLY		REG	OT	TOTAL	REG	OT	TOTAL
											REG	OT	REG	OT						
1						OLIVE VIEW/ARLA MEDICAL CENTER 14445 OLIVE VIEW DRIVE STYLMAR, CALIFORNIA 91342	Unarmed	0600 - 1400	Sun - Sat, Hol	LOP	0.00	0.00	365.00	0.00	365.00	0.00	365.00	4,380.00	0.00	4,380.00
						RELIEF (R-52A)	Unarmed	1400 - 2200	Sun - Sat, Hol	LOP	0.00	0.00	365.00	0.00	365.00	0.00	365.00	4,380.00	0.00	4,380.00
						RELIEF (R-57)	Unarmed	0600 - 1400	Sun - Sat, Hol	LOP	0.00	0.00	365.00	0.00	365.00	0.00	365.00	4,380.00	0.00	4,380.00
						ROVER/RELIEF (R-62B)	Unarmed	1400 - 2200	Sun - Sat, Hol	LOP	0.00	0.00	365.00	0.00	365.00	0.00	365.00	4,380.00	0.00	4,380.00
						ER WALK IN (R-31)	Unarmed	0600 - 1400	Sun - Sat, Hol	LOP	0.00	0.00	730.00	0.00	730.00	0.00	730.00	8,760.00	0.00	8,760.00
						ER AUBURNANCE ENTRANCE (R-61)	Unarmed	1400 - 2200	Sun - Sat, Hol	LOP	0.00	0.00	365.00	0.00	365.00	0.00	365.00	4,380.00	0.00	4,380.00
						PSYCHIATRIC ENTRANCE (R-53)	Unarmed	0600 - 1400	Sun - Sat, Hol	LOP	0.00	0.00	365.00	0.00	365.00	0.00	365.00	4,380.00	0.00	4,380.00
						PSYCHIATRIC ENTRANCE (R-53)	Unarmed	1400 - 2200	Sun - Sat, Hol	LOP	0.00	0.00	365.00	0.00	365.00	0.00	365.00	4,380.00	0.00	4,380.00
						PSYCHIATRIC ENTRANCE (R-53)	Unarmed	0600 - 1700	Sun - Sat, Hol	LOP	0.00	0.00	365.00	0.00	365.00	0.00	365.00	4,380.00	0.00	4,380.00
						ROVER/PSYCH ESCORT (R-40)	Unarmed	0600 - 1400	Sun - Sat, Hol	LOP	0.00	0.00	365.00	0.00	365.00	0.00	365.00	4,380.00	0.00	4,380.00
						TB UNIT	Unarmed	1400 - 2200	Sun - Sat, Hol	LOP	0.00	0.00	365.00	0.00	365.00	0.00	365.00	4,380.00	0.00	4,380.00
						ROVER (R-62) from 2030-2700	Unarmed	0600 - 1400	Sun - Sat, Hol	LOP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
						OUTPATIENT LOBBY (R-54)	Unarmed	1400 - 2200	Sun - Sat, Hol	LOP	0.00	0.00	730.00	0.00	730.00	0.00	730.00	8,760.00	0.00	8,760.00
						MAIN LOBBY 1ST FLR (R-56)	Unarmed	0600 - 1400	Sun - Sat, Hol	LOP	0.00	0.00	365.00	0.00	365.00	0.00	365.00	4,380.00	0.00	4,380.00
						LOADING DOCK (R-59)	Unarmed	0600 - 1400	Sun - Sat, Hol	LOP	0.00	0.00	365.00	0.00	365.00	0.00	365.00	4,380.00	0.00	4,380.00
						FIRE WATCH (SUPERVISION)	Unarmed	1400 - 2200	Sun - Sat, Hol	LOP	0.00	0.00	365.00	0.00	365.00	0.00	365.00	4,380.00	0.00	4,380.00
						FW1 (1st & 2nd Floor)	Unarmed	0600 - 1400	Mon - Fri, Hol	LOP	0.00	0.00	173.81	0.00	173.81	0.00	173.81	2,085.72	0.00	2,085.72
						FW1 (1st & 2nd Floor)	Unarmed	1400 - 2200	Mon - Fri, Hol	LOP	0.00	0.00	173.81	0.00	173.81	0.00	173.81	2,085.72	0.00	2,085.72
						FW2 (2nd thru 6th Floor)	Unarmed	0600 - 1400	Mon - Fri, Hol	LOP	0.00	0.00	173.81	0.00	173.81	0.00	173.81	2,085.72	0.00	2,085.72
						FW2 (2nd thru 6th Floor)	Unarmed	1400 - 2200	Mon - Fri, Hol	LOP	0.00	0.00	173.81	0.00	173.81	0.00	173.81	2,085.72	0.00	2,085.72
						Extended Services to 0620/218	Unarmed	0600 - 1400	Sun - Sat, Hol	LOP	0.00	0.00	365.00	0.00	365.00	0.00	365.00	4,380.00	0.00	4,380.00
						UNM1 SECURITY	Unarmed	0600 - 1400	Sun - Sat, Hol	LOP	0.00	0.00	365.00	0.00	365.00	0.00	365.00	4,380.00	0.00	4,380.00
						ERTB1 UNIT	Unarmed	1400 - 2200	Sun - Sat, Hol	LOP	0.00	0.00	365.00	0.00	365.00	0.00	365.00	4,380.00	0.00	4,380.00
						ERTB2 UNIT	Unarmed	0600 - 1400	Mon - Fri, Hol	LOP	0.00	0.00	173.81	0.00	173.81	0.00	173.81	2,085.72	0.00	2,085.72
						PSYCH ER	Unarmed	0600 - 1400	Sun - Sat, Hol	LOP	0.00	0.00	365.00	0.00	365.00	0.00	365.00	4,380.00	0.00	4,380.00
						PSYCH ER	Unarmed	1400 - 2200	Sun - Sat, Hol	LOP	0.00	0.00	365.00	0.00	365.00	0.00	365.00	4,380.00	0.00	4,380.00
						WHR ENTRANCE 1ST FLR (R-58)	Unarmed	0700 - 1530	Sun - Sat, Hol	5 hr Lunch	0.00	0.00	365.00	0.00	365.00	0.00	365.00	4,380.00	0.00	4,380.00
						ON SITE SUPERVISORS	Unarmed	1530 - 2400	Sun - Sat, Hol	5 hr Lunch	0.00	0.00	365.00	0.00	365.00	0.00	365.00	4,380.00	0.00	4,380.00
						POST COMMANDER	Unarmed	0600 - 1400	Mon - Fri, Hol	5 hr Lunch	0.00	0.00	1,460.00	0.00	1,460.00	0.00	1,460.00	17,520.00	0.00	17,520.00
						On Site Supervisor	Unarmed	0600 - 1400	Mon - Fri, Hol	5 hr Lunch	0.00	0.00	1,460.00	0.00	1,460.00	0.00	1,460.00	17,520.00	0.00	17,520.00
						Total Post Commander	Unarmed	0600 - 1400	Mon - Fri, Hol	5 hr Lunch	0.00	0.00	1,460.00	0.00	1,460.00	0.00	1,460.00	17,520.00	0.00	17,520.00
						Facility Total	Unarmed	0600 - 1400	Mon - Fri, Hol	5 hr Lunch	0.00	0.00	12,272.43	0.00	12,272.43	0.00	12,272.43	212,160.00	0.00	212,160.00
2						BIO VALLEY 7515 VAN NUYS BOULEVARD VAN NUYS, CALIFORNIA 91405	Unarmed	0700 - 1500	Sun - Sat, Hol	LOP	0.00	0.00	243.33	0.00	243.33	0.00	243.33	2,920.00	0.00	2,920.00
						RELIEF (R-57)	Unarmed	1500 - 2300	Sun - Sat, Hol	LOP	0.00	0.00	243.33	0.00	243.33	0.00	243.33	2,920.00	0.00	2,920.00
						RELIEF (R-57)	Unarmed	2300 - 0700	Sun - Sat, Hol	LOP	0.00	0.00	243.33	0.00	243.33	0.00	243.33	2,920.00	0.00	2,920.00
						ROVER/RELIEF (R-62B)	Unarmed	0700 - 1500	Mon - Fri	LOP	0.00	0.00	521.43	0.00	521.43	0.00	521.43	6,240.00	0.00	6,240.00
						ER WALK IN (R-31)	Unarmed	1500 - 2100	Mon - Fri	LOP	0.00	0.00	260.71	0.00	260.71	0.00	260.71	3,120.00	0.00	3,120.00
						PSYCHIATRIC ENTRANCE (R-53)	Unarmed	1500 - 2300	Mon - Fri	LOP	0.00	0.00	173.81	0.00	173.81	0.00	173.81	2,080.00	0.00	2,080.00
						ROVER/RELIEF (R-62B)	Unarmed	1300 - 2100	Mon - Fri	LOP	0.00	0.00	173.81	0.00	173.81	0.00	173.81	2,080.00	0.00	2,080.00
						ER WALK IN (R-31)	Unarmed	1100 - 1900	Mon - Thu	LOP	0.00	0.00	139.05	0.00	139.05	0.00	139.05	1,668.00	0.00	1,668.00
						Total Unarmed	Unarmed	0700 - 1500	Mon - Fri	LOP	0.00	0.00	1,296.91	0.00	1,296.91	0.00	1,296.91	15,544.00	0.00	15,544.00
						Facility Total	Unarmed	0700 - 1500	Mon - Fri	LOP	0.00	0.00	64.00	0.00	64.00	0.00	64.00	768.00	0.00	768.00
						On Site Supervisor	Unarmed	0700 - 1500	Mon - Fri	LOP	0.00	0.00	173.81	0.00	173.81	0.00	173.81	2,080.00	0.00	2,080.00
						Total Post Commander	Unarmed	0700 - 1500	Mon - Thu	LOP	0.00	0.00	139.05	0.00	139.05	0.00	139.05	1,668.00	0.00	1,668.00
						Facility Total	Unarmed	0700 - 1500	Mon - Thu	LOP	0.00	0.00	28.90	0.00	28.90	0.00	28.90	346.80	0.00	346.80
3						SAN FERNANDO HEALTH CENTER 1212 PICO STREET SAN FERNANDO, CALIFORNIA 91340	Unarmed	0600 - 1400	Mon - Fri	LOP	0.00	0.00	139.05	0.00	139.05	0.00	139.05	1,668.00	0.00	1,668.00
						RELIEF (R-57)	Unarmed	1400 - 2200	Mon - Thu	LOP	0.00	0.00	5.50	0.00	5.50	0.00	5.50	66.00	0.00	66.00
						RELIEF (R-57)	Unarmed	1800 - 2130	Mon - Thu	LOP	0.00	0.00	5.50	0.00	5.50	0.00	5.50	66.00	0.00	66.00
						ROVER/RELIEF (R-62B)	Unarmed	0600 - 1730	Fri	LOP	0.00	0.00	5.50	0.00	5.50	0.00	5.50	66.00	0.00	66.00
						ER WALK IN (R-31)	Unarmed	0600 - 1400	Fri	LOP	0.00	0.00	28.90	0.00	28.90	0.00	28.90	346.80	0.00	346.80
						Total Unarmed	Unarmed	0600 - 1400	Fri	LOP	0.00	0.00	443.21	0.00	443.21	0.00	443.21	5,317.14	0.00	5,317.14
						Facility Total	Unarmed	0600 - 1400	Fri	LOP	0.00	0.00	13.04	0.00	13.04	0.00	13.04	158.88	0.00	158.88
						On Site Supervisor	Unarmed	0600 - 1400	Mon - Fri	LOP	0.00	0.00	173.81	0.00	173.81	0.00	173.81	2,080.00	0.00	2,080.00
						Total Post Commander	Unarmed	0600 - 1400	Mon - Fri	LOP	0.00	0.00	173.81	0.00	173.81	0.00	173.81	2,080.00	0.00	2,080.00
						Facility Total	Unarmed	0600 - 1400	Mon - Fri	LOP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4						ZEPHYRUS LAUNDRY/FAMILY SUPPORT CENTER VAN NUYS, CALIFORNIA 91405	Unarmed	1300 - 2100	Mon - Fri	LOP	0.00	0.00	173.81	0.00	173.81	0.00	173.81	2,080.00	0.00	2,080.00
						RELIEF (R-57)	Unarmed	1100 - 1900	Mon - Fri	LOP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
						ROVER/RELIEF (R-62B)	Unarmed	1300 - 2100	Mon - Fri	LOP	0.00									

**ALLIED UNIVERSAL SECURITY SERVICES
DEPARTMENT OF HEALTH SERVICES - STAFFING LEVELS
SOW ATTACHMENT 2 - MINIMUM STAFFING PLAN BY SPA**

SPA 4	SERVICE ADDRESS	POSITION	SHIFT	DAYS	LUNCH	DAILY		MONTHLY		REG	TOTAL	ANNUAL	TOTAL HRS
						REG	OT	REG	OT				
DHS USC 247 NO REL On Site Super	USC MEDICAL CENTER 1200 NORTH STATE STREET LOS ANGELES, CALIFORNIA 90033	Project Manager	0630 - 1700	Mon - Fri, Hol	1 Hr Lunch	8.00	0.00	173.81	0.00	2085.71	173.81	0.00	2085.71
			0630 - 1430	Sun - Sat, Hol	LOP	8.00	0.00	243.33	0.00	2920.00	243.33	0.00	2920.00
OPD 3RD FLOOR LOBBY (H ENT) Z-1A	OPD 3RD FLOOR LOBBY (H ENT) Z-1A	Unarmed	1430 - 2230	Sun - Sat, Hol	LOP	8.00	0.00	243.33	0.00	2920.00	243.33	0.00	2920.00
			2230 - 0630	Mon - Fri	LOP	8.00	0.00	173.81	0.00	2085.00	173.81	0.00	2085.00
OLD GH 1180 HALLWAY ENTRANCE ROVER Z-2	IPT TOWER ELEVATORS Z-4	Unarmed	0730 - 1530	Sun - Sat, Hol	LOP	8.00	0.00	243.33	0.00	2920.00	243.33	0.00	2920.00
			1530 - 2330	Mon - Fri	LOP	8.00	0.00	173.81	0.00	2085.00	173.81	0.00	2085.00
IPT WEAPON SCAN Z-5	IPT WEAPON X-RAY Z-6	Unarmed	0730 - 0730	Sun - Sat, Hol	LOP	8.00	0.00	243.33	0.00	2920.00	243.33	0.00	2920.00
			0730 - 1530	Mon - Fri	LOP	8.00	0.00	173.81	0.00	2085.00	173.81	0.00	2085.00
ROVER CT ROVER Z-7	CT ENTRANCE X-RAY Z-8	Unarmed	1530 - 2330	Sun - Sat, Hol	LOP	8.00	0.00	243.33	0.00	2920.00	243.33	0.00	2920.00
			2330 - 0730	Mon - Fri	LOP	8.00	0.00	173.81	0.00	2085.00	173.81	0.00	2085.00
CT BRIDGE SCAN Z-9	CT BRIDGE X-RAY ROVER Z-10	Unarmed	0630 - 1430	Sun - Sat, Hol	LOP	8.00	0.00	243.33	0.00	2920.00	243.33	0.00	2920.00
			1430 - 2230	Mon - Fri	LOP	8.00	0.00	173.81	0.00	2085.00	173.81	0.00	2085.00
CTER OBSERVATION Z-11	DAY-PEDSPSYCHER Z-17A	Unarmed	0730 - 1530	Sun - Sat, Hol	LOP	8.00	0.00	243.33	0.00	2920.00	243.33	0.00	2920.00
			1530 - 2330	Mon - Fri	LOP	8.00	0.00	173.81	0.00	2085.00	173.81	0.00	2085.00
PARKING LOT 8D Z-12A	D & T WALK IN ER SCAN Z-13	Unarmed	0730 - 0730	Sun - Sat, Hol	LOP	8.00	0.00	243.33	0.00	2920.00	243.33	0.00	2920.00
			0730 - 1530	Mon - Fri	LOP	8.00	0.00	173.81	0.00	2085.00	173.81	0.00	2085.00
D & T WALK IN ER X-RAY Z-13A	DEM TRAGE ENTRANCE Z-14	Unarmed	0730 - 1530	Sun - Sat, Hol	LOP	8.00	0.00	243.33	0.00	2920.00	243.33	0.00	2920.00
			1530 - 2330	Mon - Fri	LOP	8.00	0.00	173.81	0.00	2085.00	173.81	0.00	2085.00
DIAGNOSTIC & TREATMENT TOWER - ER AMBULANCE EN	CT PSYCH WALK IN Z-14C	Unarmed	0730 - 0730	Sun - Sat, Hol	LOP	8.00	0.00	243.33	0.00	2920.00	243.33	0.00	2920.00
			0730 - 1530	Mon - Fri	LOP	8.00	0.00	173.81	0.00	2085.00	173.81	0.00	2085.00
D & T ER ADULT WAITING - RM 6 Z-18	DEM WAITING LOBBY ROVER Z-17	Unarmed	0730 - 1530	Sun - Sat, Hol	LOP	8.00	0.00	243.33	0.00	2920.00	243.33	0.00	2920.00
			1530 - 2330	Mon - Fri	LOP	8.00	0.00	173.81	0.00	2085.00	173.81	0.00	2085.00
WELLNESS CENTER Z-2A	OPD SECOND FLOOR Z-19	Unarmed	0630 - 1630	Sun - Sat, Hol	LOP	8.00	0.00	243.33	0.00	2920.00	243.33	0.00	2920.00
			1630 - 1200	Mon - Fri	LOP	8.00	0.00	173.81	0.00	2085.00	173.81	0.00	2085.00
OPD ROVER (3RD AND ABOVE) Z-19B	PSYCHIATRIC EMERGENCY ROOM Z-18	Unarmed	1400 - 2230	Sun - Sat, Hol	LOP	8.00	0.00	243.33	0.00	2920.00	243.33	0.00	2920.00
			2230 - 0630	Mon - Fri	LOP	8.00	0.00	173.81	0.00	2085.00	173.81	0.00	2085.00
GH LOADING DOCK ROVER Z-22	SCHOOL OF HOUSING Z-23	Unarmed	0630 - 1430	Sun - Sat, Hol	LOP	8.00	0.00	243.33	0.00	2920.00	243.33	0.00	2920.00
			1430 - 2230	Mon - Fri	LOP	8.00	0.00	173.81	0.00	2085.00	173.81	0.00	2085.00
PARKING LOT 12A Z-24A	RAND SCHRADER CLINIC Z-25	Unarmed	0630 - 1600	Sun - Sat, Hol	LOP	8.00	0.00	243.33	0.00	2920.00	243.33	0.00	2920.00
			1600 - 1400	Mon - Fri	LOP	8.00	0.00	173.81	0.00	2085.00	173.81	0.00	2085.00
CLINIC TOWER CT & DT ROVER Z-19C	PARKING LOT 5 Z-12B	Unarmed	0730 - 1600	Sun - Sat, Hol	LOP	8.00	0.00	243.33	0.00	2920.00	243.33	0.00	2920.00
			1600 - 1330	Mon - Fri	LOP	8.00	0.00	173.81	0.00	2085.00	173.81	0.00	2085.00
IPT LOADING DOCK GATE & Z-28	IPT PSYCH WARD 2E Z-29	Unarmed	0730 - 1530	Sun - Sat, Hol	LOP	8.00	0.00	243.33	0.00	2920.00	243.33	0.00	2920.00
			1530 - 2330	Mon - Fri	LOP	8.00	0.00	173.81	0.00	2085.00	173.81	0.00	2085.00
COURTYARD/PT TURNAROUND C-1		Unarmed	0630 - 1400	Sun - Sat, Hol	LOP	8.00	0.00	243.33	0.00	2920.00	243.33	0.00	2920.00
			1400 - 1200	Mon - Fri	LOP	8.00	0.00	173.81	0.00	2085.00	173.81	0.00	2085.00

UNARMED SECURITY GUARD SERVICES

EXHIBIT A – STATEMENT OF WORK

ATTACHMENT 3 - TRAINING OUTLINE

The following is an outline of the training requirements for the provision of Unarmed Security Guard Services under the Contract. Detail of the training curriculum with Contract-specific requirements, noted as required, begins on page five (5) of this Training Outline.

Training required under the Contract includes, but is not limited to, Skills Training Course for Security Guards, provided by the Contractor to meet State and County requirements. Onsite training provided by Contractor on Security personnel's first day of Work to orient Security personnel to the assigned Location, Post, equipment, and/or procedures. County-provided training to meet the regulatory requirements and/or policies of the specific Location or Post. Specialized County-provided training when required by the particular Location. Annual County and/or Contractor-provided continuing education, supported by the Contractor's evaluation of licensed guard's skills and based on the requirements of the site and/or regulatory or license requirements. All training is to be provided at no cost to the County.

1.0 Skills Training Course for Security Guards - Background

Security Guards throughout the State of California must comply with the training, licensing, and certification requirements of the Department of Consumer Affairs (DCA), Bureau of Security and Investigative Services (BSIS), under Title 16, Division 7 of the California Code of Regulations, Article 9. §643. Skills Training Course for Security Guards, (detail to follow) under the Authority of Sections 7581, 7583.6, and 7583.7 of the Business and Professions Code.

1.1 Skills Training Course for Security Guards - Overview

The following is an overview of the Skills Training Course for Security Guards required under the Business and Professions Code. Training Course details and Contract-specific requirements follow the Skills Training Course Information for each section below.

1.1.1 Skills Training Course for Security Guards – Divided Into Four (4) Sections:

1.1.1.1 Power to Arrest Course – test score of 100% is required to receive California Guard Card (license).

1.1.1.2 Mandatory Courses – instruction in basic skills and a common body of knowledge for all guards. Completion is required “the day the guard begins employment as a security guard” for the State.

Contract-specific: Completion prior to submission of Administrative File.

Specific training as noted on the Training Outline.

Test scores of 100% for all courses required by County.

1.1.1.3 Elective Courses – instruction in performance of duties/opportunity to select additional course work. Completion is required “the day the guard begins employment as a security guard” for the State.

Contract-specific: Twenty hours (20) completed prior to Administrative File.
Eight hours (8) training by Contractor on Guard's first day.
Specific training as noted on the Training Outline as noted.
Test scores of 100% for all courses required by County.
Courses pre-selected to meet Contract requirements.
Allowable hours are reduced/number of courses increased.
CPR and First Aid 8, hours each instead of 4 hours total.

1.1.1.4 Continuing Education – additional or remedial instruction in private security subject matter. Completion is required annually and is to be supported by an evaluation of licensed guard's skills.

Contract-specific: County notification eight weeks prior to annual training date.

1.1.2 Skills Training Course for Security Guards - Conclusion

The Contract requires Power to Arrest (PTA) Course, and all but eight (8) hours of the Skills Training Course for Security Guards to be completed at the time the Contractor submits the Guard's Administrative File to the County with a request for the County to review the Administrative File and conduct a background investigation.

Contractor shall provide the remaining required eight (8) hours of Skills Training Course for Security Guards onsite on their employee's first day of Work in a Location.

1.1.3 Skills Training Course for Security Guards - Summary:

1.1.3.1 Power to Arrest Course:

8 hours with 100% test score required to receive Guard Card

1.1.3.2 Courses required prior to submission of Administrative File:

16 hours mandatory plus 20 hours elective for unarmed guards. 100% test score required on courses completed prior to submission of Administrative File.

1.1.3.3 Courses required on Guard's first day of Work:

8 hours elective pre-selected by County Services Bureau for Contract compliance.

1.1.3.4 Continuing Education:

8 hours annual training with notification six weeks prior to any required County-provided training.

2.0 County-Provided Training – Background

At the discretion of the County Project Director, in addition to the Skills Training Course for Security Guards, Security Guards and Security Guard Supervisors may be required to receive

initial, specialized, and annual and/or continuing education County-provided training, conducted by County personnel, based on the regulatory requirements and/or policies of the County, specific assignment, Location and/or Post where security services are being provided. Security Guards or Security Guard Supervisors are required to attend training on scheduled workdays only.

2.1 County-Provided Training – Overview

At the discretion of the County Project Director, Contractor may receive up to sixteen (16) hours of County-provided training is to be completed, usually during the Guard's first 30 to 60 days of Work, as part of a Location's outside vendor orientation, customer service training, regulatory compliance, and/or Location-specific training requirements.

Annual training updates, continuing education and/or additional specialized training shall be determined by the needs of the specific assignment, Work Location, and/or Post. Contractor shall maintain a Training File on each of their employees (with an onsite file copy if required by the Location).

2.1.1 County-Provided Training – Up to Sixteen (16) Hours Based On Location Requirements

Based on the regulatory requirements and/or policies of the County, specific assignment, Location and/or Post, up to sixteen (16) hours of County-provided training shall be required. Examples of the County-provided required training may include, but shall not be limited to:

2.1.1.1 Fire - Life Safety Training

2.1.1.2 Hazardous Material and Infection Control

2.1.1.3 Outside Vendor New Employee Orientation

2.1.1.4 Facility Training

2.1.1.5 Joint Commission on Accreditation of Healthcare Organizations (TJC)-required training

2.1.1.6 Crisis Intervention Techniques Training

2.1.1.7 Infant / Child Abduction Security Training

2.1.1.8 AB 508 Hospital Violence

2.1.1.9 HIPPA / HI-TECH (Privacy Rules)

2.1.1.10 Disaster Preparedness Manual, HEICS, Code Triage

2.1.1.11 Hostage Crisis Plan

2.1.1.12 EMTALA (Emergency Medical Treatment & Active Labor Act)

2.1.1.13 Restraint Guidelines and Policy

2.1.1.14 5150 Hold (Welfare and Institutions Code)

2.1.2 County-Provided Training – Prior to Assignment to Department of Mental Health

Prior to assignment to a mental or behavioral health Location, as specified in Attachment 2, Minimum Staffing Plan by SPA, Security Guards and Security Guard Supervisors shall receive mandatory training, as required by Department of Mental Health. The training may be administered by County on-line, via electronic media (DVD), or in a classroom setting, at the discretion of County.

2.1.3 County-Provided Training – After Assignment to Department of Mental Health

After assignment to a mental or behavioral health Location, Security Guards and Security Guard Supervisors shall receive, and demonstrate proficiency in, an additional eight (8) hours of mandatory County-provided crisis intervention techniques training, as required by Department of Mental Health, and provided by County personnel.

2.1.4 County-Provided Training - Notification of Training Anniversary Date

Contractor shall notify the County Project Manager eight (8) weeks prior to the training anniversary date for individuals assigned to Locations where an annual update to County-provided training is required. The County Project Manager will arrange County-provided annual update training with the Location and notify Contractor of training date and time. Contractor will inform Contractor personnel of training date and time and arrange Post coverage for individual when training is scheduled.

2.1.5 County-Provided Training – Pay for Attendance and Backfill Post Coverage

The cost associated with a training is the hourly rate paid to the Security Guard or Security Guard Supervisor. Contractor shall pay up to eight (8) hours of straight time per Security Guard or Security Guard Supervisor to attend initial, annual, specialized and/or additional required Contractor or County-provided training. Contractor shall provide and pay for back-up coverage for any Security Guard or Security Guard Supervisor attending required training. Contractor is not required to pay for County personnel who provides training.

2.1.6 County-Provided Specialized Training

In the event that specialized training is needed, County Project Manager, or designee, will coordinate training with Contractor Project Manager, or designee. Contractor shall arrange Post coverage and notify Security Guard or Security Guard Supervisor of the required training.

2.1.7 County-Provided Training - Summary

It is incumbent upon the Contractor to ensure that Security Guards and Security Guard Supervisors receive all training needed to meet the initial, annual, and specialized training requirements of the State, County, the Contract and specific assignment, Location, and/or Post where Unarmed Security Guard Services and Security Guard Supervision are provided.

2.2 Contractor and/or County-Provided – Annual and/or Continuing Education Training

At the request of the County Project Director, Contractor shall ensure Security Guards and Security Guard Supervisors complete eight (8) hours of additional or remedial instruction annually. Courses may be provided by an independent training entity, by the Contractor, or by the County. Training shall be supported by an annual evaluation, performed by Contractor, of the licensed guards' skills and based on regulatory requirements and/or policies of the County, specific assignment, Location and/or Post or license requirements.

SKILLS TRAINING COURSE FOR SECURITY GUARDS – DETAIL COURSE DESCRIPTIONS

Title 16, Division 7 of the California Code of Regulations, Article 9. Skills Training Course for Security Guards is included below. Contract specific requirements have been added, where required, within the detail course descriptions.

California Department of Consumer Affairs - Bureau of Security and Investigative Services

Title 16, Division 7 of the California Code of Regulations

Article 9. Skills Training Course for Security Guards

§643. SKILLS TRAINING COURSE FOR SECURITY GUARDS

(a) The course of skills training for registered security guards shall follow the standards prescribed in section 7583.6(b) of the Business and Professions Code. The attached Appendix sets forth the subjects that shall be taught and the maximum number of hours that shall be allowed towards meeting required training.

(b) For each course, or series of course, the institution or company providing the training shall issue a Certificate of Completion to the individual completing the course.

The certificate shall identify the course(s) taken, the number of hours of training provided, identification of the issuing entity, name of the individual and instructor and a date, and state that the course(s) comply with the Department of Consumer Affairs' Skills Training Course for Security Guards. The certificate shall be serially numbered for tracking.

The "Power to Arrest" course and completion of the Power to Arrest Training Manual Test with a 100% score in accordance with the Power to Arrest Manual's Administering Instructions, is required for persons to receive a "Guard Card" issued by the State of California. Course requirements are as follows:

**Section One: Power to Arrest (PTA) Course and Power to Arrest Training Manual
100% Test Score Required to Receive Guard Card**

PTA Part One (Power to Arrest) 4 hours

Objective: To familiarize and instruct the individual on the training topics delineated at Business and Professions Code Section 7583.7, including, without limitation, legal aspects, techniques, liability, and

company requirements relating to the arrest of an individual. The training will utilize the Department of Consumer Affairs' Power to Arrest Training Manual and may include lecture, discussion, exercises and role-playing.

1. Overview of Power to Arrest Manual and subject matter.
2. Definition of arrest and discussion on the implications to the subject, the guard and the Company.
3. Lecture/discussion on escalation and de-escalation techniques in the use of force, including role-playing and/or exercises.
4. Exercises in the use of restraint techniques and their implications.
5. Discussion of trespass laws and implications of enforcement, including role-playing in the proper application of trespass laws.
6. Completion of the Power to Arrest Training Manual Test with 100% score in accordance with the Manual's Administering Instructions.

PTA Part Two (Weapons of Mass Destruction & Terrorism Awareness) 4 hours

Objective: To familiarize and instruct the individual on the subject matter and observation skills required to identify and report precursor activities to terrorist event, react appropriately, report the occurrence of a terrorist event, and remain safe while helping control the scene after a terrorist event. The training will utilize the Department of Consumer Affairs' Weapons of Mass Destruction & Terrorism Awareness for Security Professionals course consisting of a Digital Video Disk (DVD), Student Workbook and Facilitator Manual.

1. Introduction and overview of the training.
2. The Role of a Security Guard.
3. The Nature of Terrorism.
4. Weapons of Mass Destruction.
5. Coordinating and Sharing of Critical Information.

Section Two: Mandatory and Elective Courses Required Prior to Administrative File Submission to County
100% Test Score Required on Each of the Courses Listed

Objective: To familiarize and instruct the individual in basic skills and provide a common body of knowledge in the performance of security guard work. All courses shall include information and subject matter pertaining to the outline provided.

Additionally, all courses shall include written material, lecture, or exercises to assure that the individual comprehends the subject matter presented. Every newly licensed or employed security guard shall complete "...sixteen (16) hours of mandatory courses on the day the guard begins employment as a security guard." Pursuant to Business and Professions Code Section 7583.6(b) the following outline includes subjects that shall be taught and the maximum number of hours that will be allowed for completion of the Mandatory Courses.

A. Public Relations - Community and Customer (Mandatory) 4 hours

1. Recognizing Gender & Racial Harassment & Discrimination
2. Respect:
 - Stereotyping
 - Attitude
3. Verbal Skills / Crisis Intervention
4. Introduction to Diversity
5. Substance Abuse & Mental Illness
6. Ethics & Professionalism
 - Appearance
 - Command Presence
 - Proper Conduct

B. Observation and Documentation (Mandatory) 4 hours

1. Report Writing
2. English as a Second Language
3. Observation and Patrol Techniques
4. Asking Appropriate Questions
5. Observing Suspects / Suspicious Activity

Contract specific: Training shall include report writing exercises, with examples of completed Daily Activity Report (DAR) and Security Incident Report (SIR) forms.

C. Communication and Its Significance (Mandatory) 4 hours

1. Internal

- Protocols Pursuant to Contract (Whom to Contact and When)
- Radio / Monitors
- Other Technology

2. External

- Emergency / First Responders (Whom to Contact and When)
- Medical Personnel
- Police / Sheriff / Other Enforcement
- City Services / Government Services

D. Liability/Legal Aspects (Mandatory) _____ 4 hours

1. Personal/Contractor/Employer
2. Criminal, Civil, Administrative
3. BSIS Code & Regulations
4. Role of a Security Guard

Contract specific: Training shall include County requirement that Security Guards and Security Guard Supervisors shall “intervene to prevent injurious acts to persons and property” while providing security in County Locations. (Not limited to “observe and report”)

First Aid/CPR/AED (Elective/Mandatory for Contract) _____ 16 hours

1. American Red Cross Courses
2. American Heart Association Courses
3. Automated External Defibrillator (AED) Certification

Contract specific: Training shall include the eight (8) hour Adult, Infant, and Child CPR, eight (8) hour Adult, Infant, and Child First Aid including Automated External Defibrillator (AED) Certification.

BSIS Certified Course in Baton Training (Elective/Mandatory for Contract) _____ 4 hours

Section Three: Elective Courses Required to be Provided Onsite by Contractor On Guard's First Work Day:

Post Orders and Assignments 2 hours

1. Site Specific Training
2. Equipment:
 - Magnetometer / Screening Procedures
 - Radio Communication and Equipment Care
 - Alarms / Location and Response
 - Elevators, Stairwells, Doors, Windows
3. Emergency Response Issues (Bomb Threat, Fire, Disruptive Behavior)
4. Lost / Found Articles Procedures

Employer / County Policies / Orientation to Assignment 2 hours

1. Reports / Paperwork
2. Reporting Processes / Procedures
3. Uniforms / Identification Badge
4. Work Schedules / Sign-In - Sign-Out
5. Other Internal Policies, Processes or Procedures
6. Local public safety jurisdiction
7. Significant Incident – definition / reporting requirements

Evacuation Procedures 1 hour

1. Emergency Procedures Related to Life / Safety and Acts of Nature
2. Working Knowledge of Evacuation Routes
 - Stairs
 - Elevators
 - Doors
3. Power Outage
4. Facility Specific Points of Contact / Administrator / Security Coordinator

Handling Difficult People 1 hour

1. Communications
2. Conflict Management

3. Speaking Constructively
4. Valuing Diversity
5. Negotiating
6. Verbal Diffusion

Work Place Violence 1 hour

Note: Security guards whose assignments involve responding to violent incidents, confronting or controlling persons exhibiting aggressive or violent behavior shall receive advanced level workplace violence prevention training (e.g. Crisis Prevention Institute (CPI) Training) initially and annually thereafter (*ref. Title 8 Sec. 4 (f)(3) - Cal-OSHA Workplace Violence Prevention in Healthcare*).

1. Detecting Unusual Behavior/Warning Signs
 - Worker to Worker
 - Client to Customer
 - Boss to Subordinate
2. Anger Management
3. Valuing Diversity
4. Personal Security
5. Reporting

Officer Safety .5 hour

1. Threat Assessment
2. Subject Contact
3. Safety Awareness
4. Blood Borne Pathogens
5. Environmental / Hazardous Materials

Access Control .5 hour

1. Identification Procedures
2. Electronics Use / CCTV
3. Non-electronic procedures

Section Four: Quarterly Customer Service Training **1 hour**

Every three (3) months, Contractor shall provide one (1) hour of Customer Service Training instruction to all assigned Security Guard and Security Guard Supervisor personnel, according to 6.5.7 Quarterly Customer Service Training, of the SOW. Training shall include topics set forth under Section Two, A. Public Relations, Community and Customer, of this Attachment 3, Training Outline of this SOW.

Section Five: Annual and/or Continuing Education Training

8 hours

Contractor shall ensure Security Guards and Security Guard Supervisors complete eight (8) hours of additional or remedial instruction annually. The annual training may be a repeat of a previous course(s) if Contractor's evaluation supports that the employee is deficient in skills or capabilities; or the annual training may be additional course(s) on applicable topics within the private security profession, pursuant to California Business and Professions Code Section 7583.6(f)(1), as approved by the County. Courses may be provided by an independent training entity, by the Contractor, or by the County. Training shall be supported by an annual evaluation, performed by Contractor, of the licensed guards' skills. For each course completed, the institution or company providing the training shall issue a Certificate of Completion to the individual completing the course in compliance with requirements stated in Title 16, California Code of Regulations, Section 643 (b).

**SOW Attachment 4
INTENTIONALLY OMITTED**

**STATEMENT OF WORK (SOW) ATTACHMENT 5
PERFORMANCE REQUIREMENTS SUMMARY (PRS) –
PART ONE OF TWO
UNARMED SECURITY GUARD SERVICES**

PERFORMANCE REQUIREMENTS SUMMARY

All listing of services used in the Performance Requirements Summary (PRS), Attachment 5 of the Statement of Work (SOW), are intended to be consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that which is defined in the Contract and the SOW. In any case of apparent inconsistency between the services as stated in the Contract, the SOW, and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in the PRS which is not set forth in the Contract and/or the SOW, that apparent service will be null and void and place no requirement on Contractor.

When Contractor performance does not conform to the requirements of the Contract and/or the SOW, County will have the option to apply the following non-performance remedies:

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

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

This section does not preclude County's right to terminate the Contract upon not less than ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8.4, Termination for Convenience.

STATEMENT OF WORK (SOW) ATTACHMENT 5
PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
UNARMED SECURITY GUARD SERVICES

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
1. Contract: Sub-paragraph 8.28 - Nondiscrimination and Affirmative Action	The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of the Contract, County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Contract.		\$500 for each violation
2. SOW: Paragraph 3.0 - Quality Control	Contractor shall establish and maintain a comprehensive Quality Control Plan to assure County a consistently high level of service throughout the term of the Contract that meets or exceeds all requirements. In the event that requirements and/or policies and procedures change during the term of the Contract, Contractor shall update the Quality Control Plan and submit such updated plan to County Project Manager.	Inspection and Review	\$100 per occurrence
3. SOW: Sub-paragraph 3.4 - Review of Inspection Reports	Contractor must submit all scheduled and unscheduled inspection reports to County Project Manager on a monthly basis.	Inspection and Review of Reports	\$25 per occurrence
4. SOW: Sub-paragraph 3.5 - Contract Discrepancy Report (CDR)	Contractor must respond to written discrepancy report prepared by County and if needed, submit plan to correct deficiency within the time specified.	Observation and Inspection	\$50 per day after time specified

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
5. SOW: Sub-paragraph 4.1.1 - Supervision	Security Guards shall be adequately supervised by Security Guard Supervisors. Contractor shall employ at least one (1) Security Guard Supervisor on each shift (06:00~14:00, 14:00~22:00, 22:00~06:00), plus one (1) additional Security Guard Supervisor for every ten (10) Security Guards as required on Attachment 2, Minimum Staffing Plan by SPA. Security Guard Supervisors shall travel to their assigned facilities on a regular basis to work with their subordinates.	Inspection and Review	Open Post assessment of \$500 per post, per day until post filled; liquidated damages of \$1,000 per day upon third occurrence in 30 day period.
6. SOW: Sub-paragraph 4.1.3 - Contractor Staffing Plan	Contractor staffing plans shall be prepared by Contractor to demonstrate how they intend to fill the Posts (for example: a twelve (12) hour Post can be filled with one (1) guard working twelve (12) hours; or two (2) guards working eight (8) hours, and four (4) hours; or two (2) guards working six (6) hours each, etc.). Contractor staffing plans do not become part of the Contract; however, they shall be submitted for review and approval by County Project Manager at least ten (10) Business Days prior to commencement of work under the Contract. In the event that County's requirements change during the term of the Contract Contractor shall provide a revised Contractor staffing plan for each Location for County Project Manager approval, based on County's revised requirements, as specified in Attachment 2, Minimum Staffing Plan by SPA, of the SOW.	Inspection and Review	\$50 per day after time specified

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
7. SOW: Sub-paragraph 4.1.4 -- Open Post	<p>Contractor shall provide sufficient Security Guards and Security Guard Supervisors, including relief for breaks and meal periods where necessary, to ensure there are no Open Posts.</p> <p>Security Guard Supervisor coverage is to be provided, according to County's staffing plan Attachment 2, Minimum Staffing Plan by SPA. Prior to any supervisory coverage change, County gives written approval of an exception when additions or deletions of services requirements is necessary. The ratio of one (1) Security Guard Supervisor for ten (10) Security Guards shall be maintained at all times.</p>	Inspection and Review	Withholding of up to full amount of any invoice otherwise due; liquidated damages of \$500 per post, per day until post filled; liquidated damages of \$1,000 per day upon third occurrence in 30 day period; possible termination for default of Contract for continue failure to perform; and debarment for up to three years.
8. SOW: Paragraph 4.1 - Work Schedules/Deployment, Sub-paragraphs 4.1.5, and 4.1.6 - Absence Relief	Contractor shall send replacement Security Guard or Security Guard Supervisor within one (1) hour or less of the Security Guard or Security Guard Supervisor's absence.	Inspection and Review	\$25 per hour beyond the one (1) hour specified.
9. SOW: Sub-paragraph 4.2 - Unscheduled Work	No unscheduled service hours shall commence without advance written authorization by County.	Inspection and Review of Records	Withholding of invoice amount due for unscheduled work provided without written authorization.
10. SOW: Sub-paragraph 4.3 - Security Guard and Security Guard Supervisor Overtime	Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act regarding payment of overtime, consistent with Sub-paragraph, 8.19 of the Contract. County may impose an assessment against Contractor for failure to observe this requirement as specified in this Attachment 5, Performance Requirements Summary (PRS) of the SOW. County may report Contractor's non-compliance with the California Labor Code to the State Labor Commissioner.	Review log sheets and research State Labor Commission records	\$100 per occurrence per employee plus a report to State Labor Commission if not remedied.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
11. SOW: Sub-paragraph 4.3 - Security Guard and Security Guard Supervisor Overtime, Sub-paragraph 4.3.1	Contractor shall monitor to ensure that Security Guards and Security Guard Supervisors work no more than twenty-four (24) hours per week of overtime on any County assignment.	Observation, review of log sheets and random site visits	\$100 per occurrence per employee
12. SOW: Sub-paragraph 4.3 - Security Guard and Security Guard Supervisor Overtime, Sub-paragraph 4.3.2	Security Guards and Security Guard Supervisors who use their employment with Contractor as a "second job" shall limit their weekly hours to twenty-four (24) hours.	Review of log sheets	\$100 per occurrence per employee
13. SOW: Sub-paragraph 4.4 - Services in Emergency Situations	In the event of an emergency situation, Contractor shall continue to provide services under the Contract. Contractor shall continue to provide adequate staffing to ensure continued services to the extent determined by County.	Inspection and Review	\$100 per occurrence
14. SOW: Sub-paragraph 4.5 - Holidays	When twenty-four (24) hour/seven (7) day a week coverage is required at specified Locations, Contractor may be required to provide services on County-recognized holidays.	Observation and Review	\$100 per occurrence for failure to provide required service
15. SOW: Sub-paragraph 5.2 - Security Guard Licensure, Registration and Certification, and Training	Contractor shall have sole responsibility to ensure Contractor's personnel are in full compliance with all Federal, State and local rules and regulations for any required licensure, certification, registration and training.	Inspection and review of required licenses, certification and training activity logs.	\$100 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
16. SOW: Sub-paragraph 6.3 - Personnel, Sub-paragraph 6.3.1	Contractor shall maintain a pool of additional Security Guard/Security Guard Supervisor personnel in an amount equal to a minimum of five percent (5%) over and above that is set forth in Attachment 2, Minimum Staffing Plan by SPA, throughout the term of the Contract.	Review of Contractor employment records and inspection	\$100 per person short of the five (5) percent, per inspection.
17. SOW: Sub-paragraph 6.3.3 - Administrative File	Contractor shall provide pre-background Administrative File and documentation to County Project Manager for review and approval prior to scheduling background investigation. The Administrative File shall contain items listed in Subparagraphs 6.3.3.1 – 6.3.3.2 of Exhibit A, Statement of Work.	Review	\$50 per incomplete administrative file, per occurrence.
18. SOW: Sub-paragraph 6.3.3.3 - Preliminary and Annual Physicals/Examination/ Testing/Proof of Vaccination	Contractor shall provide initial physical examination and testing, and provide proof of vaccination, as specified, for all Security Guards, Security Guard Supervisors; including Post Commanders, Watch Supervisors, Contractor Project Manager or designee, and any employee assigned to provide services under this Contract at the time the Administrative File is submitted for County review, and annually thereafter.	Observation and Inspection	\$100 per employee with incomplete/out-of-date physical examination records.
19. SOW: Sub-paragraph 6.4.1 - Uniforms/Identification Badges	Uniforms must be provided by Contractor, at Contractor expense, tailored for the employee, and be the same for all assigned Security Guards and Security Guard Supervisors, unless an exception is required or approved by Department.	Observation	\$50 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
20. SOW: Sub-paragraphs 6.4.2 - Security Guard Equipment/Accessories,	Contractor shall furnish and provide all unarmed Security Guards and Security Guard Supervisors (including relief, as required) with equipment and accessories as specified in Subparagraph 6.4.2.	Observation	\$50 per occurrence
21. SOW: Sub-paragraph 6.4.3.1 - Radios	Contractor shall provide hand-held radios, desktop radio(s), batteries, supplies, and maintenance for radios, as specified in Subparagraphs 6.4.3.1 a) – f), of the Statement of Work.	Observation	\$50 per occurrence for inoperable radios or missing radio equipment or supplies
22. SOW: Sub-paragraph 6.4.4 - Vehicles	Contractor shall provide vehicles for Contractor's relief personnel and Security Guard Supervisors to enable them to provide relief make their rounds of inspections, conduct random site visits and fulfill relief and supervisory responsibilities at the different Locations. Contractor shall maintain and provide, upon request by County, a current Vehicle List.	Observation and Inspection of work schedules and records	\$50 per occurrence
23. SOW: Sub-paragraph 6.5 - Security Guard and Security Guard Supervisor Training Requirements	A detailed outline of all required training is provided in the SOW Attachment 3, Training Outline. Any required certifications must be validated and documented on employee training records, as specified in Paragraph 8.8, Security Guard and Security Guard Supervisor Training Program Reports, of the SOW.	Observation and Inspection	\$100 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
24. SOW: Sub-paragraph 6.5.2.3 - Training Plan	Contractor shall submit to County Project Manager a detailed training plan as outlined in Subparagraph 6.5.2, Training; and 8.8.1, Training Tracker, Training Compliance Report, and Notification of Required County Training of the SOW, for its Security Guards and Security Guard Supervisors, at least ten (10) Business Days prior to commencing work under the Contract.	Observation and Inspection	\$50 per day
25. SOW: Sub-paragraph 6.5.3 - Training Assigned Tasks and Safety	Contractor shall ensure all Security Guards and Security Guard Supervisors are trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked by the user daily for safety. All Security Guards and Security Guard Supervisors must be provided with, and trained in the use of, safety and protective equipment according to OSHA standards.	Observation and Inspection	\$50 per occurrence
26. SOW: Sub-paragraph 6.5.6 - Weapon Screening, Magnetometer and X-ray Machine Training	Contractor shall provide weapon screening, magnetometer, and X-ray machine training to Security Guards and Security Guard Supervisors located at Locations having such equipment. Training must be provided at the time Security Guard and Security Guard Supervisors are assigned to Post. Contractor shall certify that Security Guard is competent in equipment use, as indicated in Attachment 3, Training Outline, of the SOW.	Observation and Inspection	\$50 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
27. SOW: Sub-paragraph 6.5.7 - Quarterly Customer Service Training	Every three (3) months, Contractor shall provide one (1) hour of Customer Service Training instruction to all assigned security personnel. Quarterly Customer Service Training shall include all topics set forth under Section II, "Mandatory Courses, Public Relations (Community and Customer)," per Attachment 3, Training Outline, and Attachment 4, Statement on Workplace Equality, of the SOW. Contractor shall provide customer service training, repeated quarterly, to all assigned security personnel and ensure contract personnel continuously display courtesy, cultural sensitivity, good manners, and a professional and respectful demeanor. These courses are mandatory in addition to the continuing education courses specified in Section V, Continuing Education Courses of Attachment 3, Training Outline, of the SOW.	Observation, review and Inspection of Records	\$50 per occurrence
28. SOW: Sub-paragraph 6.6 - Contractor Office	Contractor shall answer calls received by the answering service within one (1) hour of receipt of County Call.	Observation	\$25 per hour beyond the one (1) hour call back time.
29. SOW: Sub-paragraph 6.7 - Contractor Business Continuity Plan (BCP) - Emergency Response	Prepare a BCP for each Location within thirty (30) calendar days of commencement of the Contract and submit to County Project Director and County Project Manager, for approval. BCP requirements are to be met completely and at all times, as specified in Subparagraphs 6.7.1, 6.7.2, and 6.7.3 of this Statement of Work.	Observation, review and Inspection of Records	\$1,000 per occurrence for failure to comply with any component of the BCP requirement; and, if non-compliance persists, possible termination for default of Contract for continued failure to perform; and debarment for up to three years.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
30. SOW: Sub-paragraph 7.1 - Security Guard and Security Guard Supervisor General Requirements and Qualifications, Sub-paragraph 7.1.1	Security Guards and Security Guard Supervisors shall possess basic writing skills and computer knowledge for note-taking and completing report forms; the ability to write and speak in English; the ability to work with the public and with County employees; and the ability to accept responsibility and work independently.	Observation, random and/or scheduled inspection of reports	\$50 per occurrence per employee
31. SOW: Sub-paragraph 7.1 - Security Guard and Security Guard Supervisor General Requirements and Qualification, Sub-paragraph 7.1.2	Security Guards and Security Guard Supervisors shall have satisfactorily completed California DCA, BSIS, and County training requirements as required in the SOW and otherwise.	Observation and inspection of reports	\$50 per occurrence per employee
32. SOW: Sub-paragraph 7.1 - Security Guard and Security Guard Supervisor General Requirements and Qualification, Sub-paragraph 7.1.4	Security Guards and Security Guard Supervisors shall have a working knowledge of pertinent California Penal Code Sections (i.e., power of arrest, and search and seizure)	Observation and inspection of employee files	\$50 per occurrence per employee
33. SOW: Sub-paragraph 7.1 - Security Guard and Security Guard Supervisor General Requirements and Qualification, Sub-paragraph 7.1.5	Security Guards and Security Guard Supervisors shall keep current and have the proper and current certificates and licenses required to perform the services under the Contract, including but not limited to those specified in Sub-paragraph 6.3.3- Administrative File, of the SOW.	Inspection of employee files and reports	\$50 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
34. SOW: Sub-paragraph 7.1 - Security Guard and Security Guard Supervisor General Requirements and Qualification, Sub-paragraph 7.1.6	Security Guards and Security Guard Supervisors shall be in good physical condition and shall be able to carry out all work requirements specified in the Contract.	Observation and inspection of employee files and management reports	\$50 per occurrence per employee
35. SOW: Sub-paragraph 7.1 - Security Guard and Security Guard Supervisor General Requirements and Qualification, Sub-paragraph 7.1.7	Security Guards and Security Guard Supervisors must receive site-specific training, when starting work at a new Location, provided by County and/or Security Guard Supervisors prior to or after beginning work under the Contract, as stated in Post Orders provided by the Department (as described in Sub-paragraph 5.1.5.1 - Post Orders, of the Statement of Work).	Observation and inspection of employee files and management reports	\$50 per occurrence per employee
36. SOW: Sub-paragraph 7.2 - General Performance Requirements, Sub-paragraph 7.2.1	Security Guards and Security Guard Supervisors shall not eat, read, or use personal radios, cellular telephones, televisions, any kind of electronic entertainment devices, Compact Disc or tape players, or tape players at their Posts at any time.	Observation and inspection	\$50 per occurrence per employee
37. SOW: Sub-paragraph 7.2 - General Performance Requirements, Sub-paragraph 7.2.2	Security Guards and Security Guard Supervisors shall be punctual, remain awake, alert, and attentive during their shifts, without exception.	Observation and random site visits	\$500 Open Post assessment per occurrence per employee
38. SOW: Sub-paragraph 7.2 - General Performance Requirements, Sub-paragraph 7.2.3	Security Guards and Security Guard Supervisors shall be attired in full uniform as specified in Subparagraph 6.4.1, Uniforms/Identification Badges, of the Statement of Work.	Observation and inspection	\$50 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
39. SOW: Sub-paragraph 7.2 - General Performance Requirements, Sub-paragraph 7.2.4	Security Guards and Security Guard Supervisors shall not remove or borrow items owned by County employees. Such items include, but are not limited to, radios, heaters, fans, etc.	Observation and random site inspection	\$50 per occurrence per employee
40. SOW: Sub-paragraph 7.2 - General Performance Requirements, Sub-paragraph 7.2.5	Contractor is responsible for filling assigned Posts at all times according to the schedule set forth in Attachment 2, Minimum Staffing Plan by SPA, of this Statement of Work. Security Guards and Security Guard Supervisors shall not leave their assigned Posts until properly relieved. Contractor shall be responsible for payment of relief staff.	Observation, inspection of timesheets, management reports and random site visit	\$500 assessment per occurrence per employee
41. SOW: Sub-paragraph 7.2 - General Performance Requirements, Sub-paragraph 7.2.6	Security Guards and Security Guard Supervisors shall not use any County telephones except for the purpose of making or receiving calls to or from their supervisors, emergency contacts, or County representatives.	Observation and inspection	\$50 per occurrence per employee
42. SOW: Sub-paragraph 7.2 - General Performance Requirements, Sub-paragraph 7.2.7	Security Guards and Security Guard Supervisors shall present a businesslike demeanor at all times. Excessive socializing with the public, County employees, or other Security Guards and Security Guard Supervisors during working hours is prohibited.	Observation and random site visits	\$50 per occurrence per employee
43. SOW: Sub-paragraph 7.2 - General Performance Requirements, Sub-paragraph 7.2.8	Security Guards and Security Guard Supervisors shall maintain their Post desk in a neat and presentable manner.	Observation and inspection	\$25 per occurrence per employee
44. SOW: Sub-paragraph 7.2 - General Performance Requirements, Sub-paragraph 7.2.9	Security Guards and Security Guard Supervisors shall have a good working knowledge of self-defense and public restraint procedures.	Observation	\$50 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
45. SOW: Sub-paragraph 7.2 - General Performance Requirements, Sub-paragraph 7.2.10	Security Guards and Security Guard Supervisors shall react quickly and take command of emergency situations and use sound judgment and discretion in handling unruly or trespassing members of the public.	Observation and random site inspection	\$50 per occurrence per employee
46. SOW: Sub-paragraph 7.2 - General Performance Requirements, Sub-paragraph 7.2.11	Security Guards and Security Guard Supervisors, and other Contractor employees, shall not bring visitors, firearms or contraband into Locations.	Observation and random site visits	\$250 per occurrence per employee
47. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.1	Sign-in and sign-out each day using both an Electronic Post Confirmation System and a Security Guard Sign In/Out Sheet, provided by the Contractor located at each Post. Guards shall report to work on time and hold over on assigned duties until relieved.	Observation, inspection of time sheets and random site visits	\$100 per occurrence per employee
48. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.2	Operate weapon screening equipment, including x-ray machine and magnetometers, both screen-operated and hand-held, if required.	Observation and random site visit	\$50 per occurrence per employee
49. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.4	Detain individuals for further investigation or arrest when circumstances and conditions warrant such action.	Observation, review of written incident and other management reports	\$50 per occurrence per employee
50. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.5	Intervene when necessary to prevent injurious acts to persons or property, conduct searches, as required, for firearms and contraband, and provide details on individuals for investigations, detention or arrest.	Observation, review of written incident reports and other management reports	\$500 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
51. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.6	Visually screen packages and parcels carried in and out of a Location to secure against theft and prepare written records of contents. Ensure transmittal forms contain authorized signature to accompany materials and items being removed from the Location.	Observation, review of transmittal forms and reports	\$50 per occurrence
52. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.7	Investigate questionable acts or behavior observed or reported on County property and question witnesses and suspects to ascertain or verify facts.	Observation and review of incident reports	\$50 per occurrence
53. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.8	Answer questions and provide escort services as needed to members of the public or County employees.	Observation and random site visit	\$50 per occurrence per employee
54. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.9	Monitor the security of safes and secure areas within each Location where equipment or items of value are stored.	Observation, review of written incident reports and other management reports	\$50 per occurrence per employee
55. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.10	Lock and unlock gates and doors as directed in Post Orders or by Facility Administrator.	Observation, site inspection and review of reports	\$50 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
56. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.11	Turn off and/or dim lights, and close window coverings at a Location as directed in Post Orders or by Facility Administrator.	Observation, site inspection and review of reports	\$50 per occurrence per employee
57. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.12	Ensure that only authorized personnel are permitted access to closed or restricted Locations or areas; and detain unidentified or unauthorized individuals. Visually inspect all persons, including County employees, for proper identification and require such individuals to sign in and sign out of a Location, as required in Post Orders or by Facility Administrator.	Observation and review of incident reports	\$100 per occurrence
58. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.13	Raise and lower flags at designated times according to Post Orders or as directed by Facility Administrator.	Observation and random site visit	\$50 per occurrence
59. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.14	Respond to reports of ill or injured visitors, patrons, or employees; render first aid and notify local law enforcement and/or Department personnel or Location administrator, as soon as practicably feasible if further assistance is necessary or desirable.	Observation and review of written incident reports	\$50 per occurrence per employee
60. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.15	Relay reports of bomb threats immediately to local law enforcement, and/or Department personnel, or Location administrator; participate in bomb searches organized by County Services Bureau or other law enforcement agency personnel.	Observation and review of written incident reports	\$500 per occurrence per employee

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
61. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.16	Respond to scene of locally-activated fire, burglary, or other alarms; evaluate the situation, and take appropriate action.	Observation and review of written incident reports	\$50 per occurrence per employee
62. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.17	Monitor building alarm systems and electronic surveillance equipment, such as closed circuit television (CCTV) monitors, in buildings, halls, or parking lots, as required in Post Orders or as directed by Facility Administrator.	Observation and review of incident reports	\$50 per occurrence
63. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.18	Receive additional training in the use of County and/or Contractor-provided radio equipment, including knowledge of all appropriate codes, and ensure that such equipment is properly used, stored and maintained as required by Location.	Observation and inspection	\$50 per occurrence per employee
64. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.19	Conduct regular patrols of Locations, utilizing Contractor-issued motor vehicles, as required in Post Orders or as directed by Facility Administrator.	Observation, random inspections and review of reports	\$50 per occurrence
65. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.20	Possess working knowledge of assigned Location; and procedures for reporting and/or correcting hazardous conditions.	Observation and review of written incident reports	\$50 per occurrence
66. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.21	Monitor parking as directed in Post Orders or as directed by Facility Administrator.	Observation and random site visits	\$50 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
67. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.22 a)	Security Guards shall not store baton, or Sam/Sally Browne belt at any Location where services under the Contract are being provided, unless specifically authorized, in writing, by County Project Director.	Observation, random inspection and written incident reports	\$100 per occurrence
68. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.22 b)	Security Guards shall not remove, batons, Sam/Sally Browne belts from their persons or leave such items unattended at any Location, unless under extreme emergency or in a life threatening situation, or unless specifically authorized, in writing, by County Project Director.	Observation, inspection and written incident reports	\$200 per occurrence per employee
69. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, Sub-paragraph 7.3.22 e)	In the event of an incident involving serious misuse of authority or violation of firearm regulations by Security Guard or any Contractor employees, County Project Manager may proceed with and conduct an administrative investigation. Contractor shall fully cooperate with County in such situation, including, but not limited to, submitting documentation requested by County Project Manager, and allowing Contractor employees to be interviewed at a Location designated by County Project Manager.	Interview, inspection of documents and written incident reports	\$200 per occurrence per employee
70. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraphs 7.4.1, and 7.4.5	Provide direction and instruction to posted and/or patrolling Security Guards by making daily rounds of assigned Locations and monitoring Security Guards' performance under the Contract. Be available for inspections from County Project Director, County Project Manager, County Contract Monitors and other DHS personnel.	Observation, scheduled and random site visits	\$100 per occurrence per Security Guard Supervisor
71. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraph 7.4.2	Explain post procedures which are outlined in Post Orders to assigned Security Guards.	Observation, scheduled and random site visits	\$100 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
72. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraph 7.4.3	Immediately respond to on-site emergencies, provide support as needed.	Observation and incident reports	\$100 per occurrence
73. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraph 7.4.4	Provide training to Security Guards under his/her supervision and ensure that each Security Guard fully understands the duties and services to be provided under the Contract, prior to Security Guard starting work as set forth throughout the Contract.	Observation, inspection of training records & Interview	\$50 per occurrence per Security Guard Supervisor
74. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraph 7.4.6	Be available to the Security Guards under his/her supervision at all times during the assigned shift.	Observation, random site visits and guard Interviews	\$100 per occurrence
75. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraph 7.4.7	Provide technical and administrative procedural assistance to Security Guards as appropriate.	Observation, random site visits and guard Interviews	\$100 per occurrence
76. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraph 7.4.8	Ensure that assigned Security Guard coverage is appropriate and adequate to meet County requirements.	Observation, inspection of log sheets, management reports and random inspections	\$100 per occurrence
77. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraph 7.4.10	Respond to requests from Security Guards for assistance.	Observation, random site visits, and guard Interviews	\$100 per occurrence
78. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraph 7.4.11	Have a thorough knowledge of radio usage and codes, and train Security Guards in these areas.	Observation, inspection of employee files and management reports	\$100 per occurrence
79. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraph 7.4.12	Conduct investigations of incidents and prepare a written memorandum, SIR, or other documentation as appropriate.	Inspection of incident and management reports	\$50 per occurrence per Security Guard Supervisor

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
80. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraph 7.4.13	Drive a Contractor-provided motor vehicle to the different assigned Locations.	Observation, inspection of work schedules, log books and records	\$200 per occurrence
81. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraph 7.4.14	Sign-in and sign-out at visited locations. A Security Guard Supervisor sign in/out sheet, provided by the Contractor, shall be used to record each Location visited.	Observation, inspection of time sheets and random site visits	\$100 per occurrence Security Guard Supervisor
82. SOW: Sub-paragraph 7.4 – Security Guard Supervisor Duties, Sub-paragraph 7.4.15	Provide relief for Security Guard breaks and meals as required.	Observation and inspection	\$50 per occurrence per Security Guard Supervisor
83. SOW: Sub-paragraph 8.1 - Invoices	Contractor shall furnish to County, in a timely manner, true, accurate, and complete Monthly Invoice(s), with all necessary supporting documentation, as set forth in Sub-paragraph 5.5 - Invoices and Payments, of the Contract.	Review of report	\$50 per occurrence for incomplete, inaccurate, or late monthly invoices
84. SOW: Sub-paragraph 8.3 - Monthly Inspection Report	A "Monthly Inspection Report" (MIR) is to be completed by the tenth (10 th) calendar day of each month for each Location for which services were provided, according to Attachment 2, Minimum Staffing Plan by SPA, of the SOW, which shall provide full details on all services provided, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action shall be provided. A complete record of all MIRs conducted by Contractor shall be made available upon request by County.	Review of report	\$50 per occurrence for any incomplete or delayed report.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
85. SOW: Sub-paragraph 8.5 - Procedural Manual	Contractor shall develop and provide a Procedural Manual describing how Contractor will inform their employees of procedural changes made by County or other entity to its employees, at least ten (10) Business Days prior to commencing work under the Contract.	Review of plan	\$50 per day late.
86. SOW: Sub-paragraph 8.6 - Background Investigation Clearance Report	Contractor shall forward a Background Investigation Clearance Report to County Project Manager by the tenth (10 th) calendar day of each month. The Background Investigation Clearance Report shall include employee name, Location, guard registration card number, and date background cleared by County.	Review of report	\$50 per day late.
87. SOW: Sub-paragraph 8.7 - Complaint Investigation Procedures	Contractor shall develop, maintain, and follow procedures for receiving, investigating and responding to complaints by Security Guards, Security Guard Supervisors, members of the public, and or County personnel. Contractor shall provide County with Contractor's policy for review as set forth in Sub-paragraph 8.5 - Complaints, of the Contract, within ten (10) Business Days prior to commencing work under the Contract.	Review of manual	\$50 per day late.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
<p>88. SOW: Sub-paragraph 8.7 - Complaint Investigation Procedures, and Contract: Sub-paragraph 8.5 – Complaints, Sub-paragraphs 8.5.5 and 8.5.8</p>	<p>Contractor shall maintain a complaint log of all complaints received from Security Guards, Security Guard Supervisors, members of the public and County personnel. Complaints relating to employee appearance, attitude, or work performance shall be recorded, and immediate notification made to County Project Manager as set forth in sub-paragraph 8.5.5 of the Contract. The complaint log shall contain the date of receipt of the complaint, name of the complainant, nature of the complaint, time and action taken, or reason for inaction. An updated copy of the Complaint Log shall be made available to County Project Manager upon request as set forth in sub-paragraph 8.5.8 of the Contract</p>	<p>Observation, inspection of log sheets, management reports and random inspections</p>	<p>\$50 per day for delay in required reporting</p>
<p>89. SOW: Sub-paragraph 8.8.1 - Training Tracker, Training Compliance Report, and Notification of Required County Training</p>	<p>Contractor shall ensure that all Security Guard and Security Guard Supervisors remain current in all required training and certifications, including required updates provided by County. Contractor will establish a method of tracking all required certificates, training, and training updates needed to maintain compliance with the Contract. Contractor shall provide a Training Compliance Report at the time of the quarterly performance evaluation meetings, or as requested by County Project Manager.</p>	<p>Observation and Inspection</p>	<p>\$100 per occurrence</p>

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
90. SOW: Sub-paragraph 8.8.2 - In-Service Training Report	Contractor shall provide a Monthly Report of all in-service training (training received while providing services at a Location) to County Project Manager by the tenth (10 th) calendar day of the following month in which training has been completed.	Review and Inspection	\$50 per day for delay in required reporting
91. SOW: Sub-paragraph 8.8.3 - Security Guard and Security Guard Supervisor Training File	Contractor shall be responsible for maintaining a Training File for each employee assigned to provide services under the Contract. The Training File shall contain copies of: completed Contractor background investigation records; records of training received from Contractor or County with dated certificates of completion; current cards, licenses, and certifications; a brief biological sketch of the employee; and any additional information as required by County. The Training File shall be kept by Contractor, updated with current information on an on-going basis, and made available for inspection upon request by County, state, or federal representatives. On-site storage and retrieval of Security Guard and Security Guard Supervisor Training Files may be required, based on the needs of the Location where services are performed.	Review and Inspection	\$100 per incomplete/missing employee file, per inspection, as noted under number Twenty-five (25), Training File, and number One Hundred One (101) of this PRS.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
92. SOW: Sub-paragraph 8.9 - Notification of Infectious Potential	Contractor shall immediately notify the County Project Manager of any Security Guard or Security Guard Supervisor reporting contact with, or evidencing signs or symptoms indicating the presence of, an infectious disease. Any Security Guard or Security Guard Supervisor determined to have infectious potential shall be removed from his/her post until it has been determined that the individual is no longer infectious as evidenced by a doctor's note. Contractor shall, utilizing available public information, make its employees aware of recommended vaccinations for diseases that can be prevented by vaccination.	Review and Inspection	\$100 per day for delay in reporting. \$100 per occurrence for failure to remove infectious Security Guard or Security Guard Supervisor \$100 per occurrence for failure to provide vaccination information.
93. SOW: Sub-paragraph 8.10 - Security Guard and Security Guard Supervisor Medical Records	Contractor shall maintain Security Guard and Security Guard Supervisor medical records as set forth in Section 8.11, Security Guard and Security Guard Supervisor Medical Records, of the SOW. To the extent expressly authorized by law, Security Guard and Security Guard Supervisor medical records shall be maintained and made available for review upon the request of appropriate County personnel, local, or State health officials. On-site storage and retrieval of some Security Guard and Security Guard Supervisor medical records may be required, based on the needs of the Location where services are to be performed.	Review and Inspection	\$100 per occurrence
94. SOW: Sub-paragraph 8.11 - Illness and Injury Prevention Program	Contractor shall, upon award of Agreement, provide County Project Manager with a copy of Contractor's CAL/OSHA-compliant Illness and Injury Prevention Program (IIPP).	Review and Inspection	\$50 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
95. SOW: Sub-paragraph 8.12 - Daily/Weekly Reporting Documents	Contractor shall maintain Security Guard and Security Guard Supervisor Sign In/Out Sheets, and Daily Activity Reports (DAR) at each Location where services are provided. The completed Sign In/Out Sheets shall be submitted with monthly invoices to County Project Manager, or designee, for review.	Review and Inspection	\$100 per incomplete/missing documents \$50 per day for each document for delay in submission
96. SOW: Sub-paragraph 8.13 - Security Incident Report (SIR)	Security Guards or Security Guard Supervisors shall immediately report to County Project Director any incidents involving discharge of firearms, bodily injury, fire, theft, and other incidents that involve fire, law enforcement, health authorities, and/or Facility Administrator response. Security Guards or Security Guard Supervisors shall immediately follow up on these incidents by preparing written memorandum and/or a Security Incident Report (SIR). Written documentation shall describe the incident(s) in detail, and be submitted to County Project Manager before the end of the shift, or, if incidents occur after hours, the next morning.	Review and Inspection	\$100 per occurrence for failure to make immediate notification as required. \$50 per day for delay in submission

SOW ATTACHMENT 6
CONTRACT DISCREPANCY REPORT (CDR)

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

SAMPLE LIVING WAGE - CONTRACTOR STAFFING PLAN BY LOCATION

DATE: 02/02/2019
 COMPANY NAME: XYZ COMPANY
 COMPANY ADDRESS: 1234 STREET, CITY STATE ZIP
 PROJECT: SECURITY SERVICES
 DEPARTMENT NAME: XXXX DEPT

FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	ROVER(S)	WORK SCHEDULE	HOURS WORKED PER DAY	FULL TIME/PART TIME	HOURLY RATE	HEALTH INS. YES/NO	HOURS							COUNTY TOTAL HRS	NON-CNTY TOTAL HRS	HIRE DATE	TERMINATION DATE
									MON.	TUES	WEDS	THURS	FRI	SAT	SUN				
LANCASTER	NAME	OFFICER		8:00 TO 17:00	8	FULL TIME	\$11.84	No	8	8	8	8	8			40		5/1/2001	
1150 AVENUE J																			
LANCASTER																			
POMONA	NAME	OFFICER		8:00 - 19:00	10	FULL TIME	\$9.64	YES	10	10	10	10				40		11/13/2001	
100 W. SECOND STREET	NAME	OFFICER		8:00 TO 18:00	10	FULL TIME	\$9.64	No				10	10	10	10	30	10		
POMONA																			
SANTA FE SPRINGS	NAME	OFFICER		8:00 - 17:00	11	FULL TIME	\$11.84	No	8	8	8	8	8			40		5/5/2001	
10288 S.SLUSHER DRIVE				17:00 TO 20:00			\$17.76	No	3	3	3	3	3			15 OT			
SANTA FE SPRINGS																			
SHATIO	NAME	OFFICER		7:00 TO 18:00	10	FULL TIME	\$11.84	No	10	10	10	10				40		7/2/2001	
418 SHATIO PLACE	NAME	ROVER	ROVER	7:00 TO 18:00	10	PART TIME	\$11.84	No					10			10		8/30/2001	
LOS ANGELES																			
WILSHIRE	NAME	OFFICER 0-1		8:00 TO 18:00	8	FULL TIME	\$11.84	No	8	8	8	8	8			40		5/20/2001	
9078 WILSHIRE BLVD.		OFFICER 0-2		18:00 TO 24:00	8	FULL TIME	\$11.84	No	8	8	8	8	8			40		5/21/2001	
LOS ANGELES		OFFICER 0-3		24:00 TO 8:00	8	FULL TIME	\$11.84	No	8	8	8	8	8			40		5/21/2001	
	NAME	ROVER	ROVER	8:00 TO 18:00	8	FULL TIME	\$11.84	No					8	8		16 OT		7/28/2001	
	NAME	ROVER	ROVER	18:00 TO 24:00	8	FULL TIME	\$11.84	No					8	8		16 OT		7/7/2001	
	NAME	ROVER	ROVER	24:00 TO 8:00	8	PART TIME	\$11.84	No					8	8		16		7/12/2001	
	NAME	SUPVR 4			2	FULL TIME	\$24.00	YES	2	2	2	2	2			10	30	5/1/2001	

Sector 1 Lancaster, North Hollywood
 Sector 2 Covina, Pomona, and Monterey Park
 Sector 3 Pasadena, Torrance, Commerce, El Monte and Lakewood
 Sector 4 Los Angeles

**EXHIBIT B - PRICING SCHEDULE
UNARMED SECURITY GUARD SERVICES**

NORTH ZONE - SPAS ONE, TWO, AND FOUR

GUARD ITEM	HOURS REQUIRED		MAY 1 2019- JAN 31 2020		FEB 1 2020 - JAN 31 2021		FEB 1 2021 - JAN 31 2022		NORTH ZONE CONTRACT TOTAL
	MONTHLY	ANNUAL	RATE	1ST EXTENSION	RATE	2ND EXTENSION	RATE	EXTENSION	
UNARMED	2,781	33,360	\$ 27.76	\$ 694,792.55	\$ 28.52	\$ 951,427.20	\$ 29.30	\$ 977,448.00	\$ 2,623,667.75
ARMED	0	0	\$ 29.77	\$ -	\$ 30.59	\$ -	\$ 31.43	\$ -	\$ -
SUPERVISOR	243.33	2,920	\$ 32.21	\$ 70,539.90	\$ 33.10	\$ 96,652.00	\$ 34.01	\$ 99,309.20	\$ 266,501.10
POST COMMANDER	0	0	\$ 40.11	\$ -	\$ 41.21	\$ -	\$ 42.34	\$ -	\$ -
TOTAL	3,024	36,280		\$ 765,332.45		\$ 1,048,079.20		\$ 1,018,757.20	\$ 2,898,168.85

NORTH ZONE - SPA TWO - SAN FERNANDO VALLEY

GUARD ITEM	HOURS REQUIRED		MAY 1 2019- JAN 31 2020		FEB 1 2020 - JAN 31 2021		FEB 1 2021 - JAN 31 2022		NORTH ZONE CONTRACT TOTAL
	MONTHLY	ANNUAL	RATE	1ST EXTENSION	RATE	2ND EXTENSION	RATE	EXTENSION	
UNARMED	18,932	225,911	\$ 27.76	\$ 4,705,051.84	\$ 28.52	\$ 6,442,965.71	\$ 29.30	\$ 6,619,196.40	\$ 17,767,233.95
ARMED	0	0	\$ 29.77	\$ -	\$ 30.59	\$ -	\$ 31.43	\$ -	\$ -
SUPERVISOR	1,460	17,520	\$ 32.21	\$ 423,239.40	\$ 33.10	\$ 579,912.00	\$ 34.01	\$ 595,855.20	\$ 1,599,006.60
POST COMMANDER	0	0	\$ 40.11	\$ -	\$ 41.21	\$ -	\$ 42.34	\$ -	\$ -
TOTAL	20,392	243,431		\$ 5,128,291.24		\$ 7,022,877.71		\$ 7,215,051.60	\$ 19,366,240.55

NORTH ZONE - SPA FOUR - METRO

GUARD ITEM	HOURS REQUIRED		MAY 1 2019- JAN 31 2020		FEB 1 2020 - JAN 31 2021		FEB 1 2021 - JAN 31 2022		NORTH ZONE CONTRACT TOTAL
	MONTHLY	ANNUAL	RATE	1ST EXTENSION	RATE	2ND EXTENSION	RATE	EXTENSION	
UNARMED	28,296	339,376	\$ 27.76	\$ 7,069,520.11	\$ 28.52	\$ 9,679,003.52	\$ 29.30	\$ 9,943,716.80	\$ 26,692,240.43
ARMED	0	0	\$ 29.77	\$ -	\$ 30.59	\$ -	\$ 31.43	\$ -	\$ -
SUPERVISOR	2,677	32,120	\$ 32.21	\$ 775,939.87	\$ 33.10	\$ 1,063,173.32	\$ 34.01	\$ 1,092,402.56	\$ 2,931,515.75
POST COMMANDER	173.81	2,090	\$ 40.11	\$ 62,743.67	\$ 41.21	\$ 85,716.80	\$ 42.34	\$ 88,067.20	\$ 236,527.67
OVERHEAD (OH)	0	0							
*PROGRAM MANAGER (OH)									
40 hrs/wk SPA FOUR -JSC MED CENTER	31,147	373,576		\$ 7,908,203.65		\$ 10,827,893.64		\$ 11,124,186.56	\$ 29,860,283.85
TOTAL	31,147	373,576		\$ 7,908,203.65		\$ 10,827,893.64		\$ 11,124,186.56	\$ 29,860,283.85

**NORTH ZONE - SPAS ONE, TWO, AND FOUR
ENTER >ALL INCLUSIVE FIXED RATES**

GUARD ITEM	HOURS REQUIRED		MAY 1 2019- JAN 31 2020		FEB 1 2020 - JAN 31 2021		FEB 1 2021 - JAN 31 2022		NORTH ZONE CONTRACT TOTAL
	MONTHLY	ANNUAL	RATE	1ST EXTENSION	RATE	2ND EXTENSION	RATE	EXTENSION	
UNARMED	49,909	598,647	\$ 27.76	\$ 12,469,364.50	\$ 28.52	\$ 17,073,416.43	\$ 29.30	\$ 17,540,361.20	\$ 47,083,142.13
ARMED	0	0	\$ 29.77	\$ -	\$ 30.59	\$ -	\$ 31.43	\$ -	\$ -
SUPERVISOR	4,380	52,560	\$ 32.21	\$ 1,269,719.17	\$ 33.10	\$ 1,739,737.32	\$ 34.01	\$ 1,787,666.96	\$ 4,797,023.45
POST COMMANDER	173.81	2,090	\$ 40.11	\$ 62,743.67	\$ 41.21	\$ 85,716.80	\$ 42.34	\$ 88,067.20	\$ 236,527.67
OVERHEAD (OH)	0	0							
*PROGRAM SUPERVISORS (OH)									
ONE per ZONE - EACH shift AM, PM, EM									
*PROGRAM MANAGER (OH)									
40 hrs/wk SPA FOUR - USC MED CENTER	64,463	853,287		\$ 13,801,827.39		\$ 18,908,870.56		\$ 19,415,995.36	\$ 52,116,693.31
TOTAL	64,463	853,287		\$ 13,801,827.39		\$ 18,908,870.56		\$ 19,415,995.36	\$ 52,116,693.31

*Over Head (OH): Required position, not billed directly to County
County of Los Angeles
Department of Health Services

**EXHIBIT B - PRICING SCHEDULE
UNARMED SECURITY GUARD SERVICES**

OVERTIME/SPECIAL RATES (FILLS AUTOMATICALLY)	GUARD ITEM	HOURS REQUIRED		RATE	MAY 1, 2019 - JAN 31, 2020		NORTH ZONE - SPAS ONE, TWO, AND FOUR		FEB 1, 2020 - JAN 31, 2021		FEB 1, 2021 - JAN 31, 2022		NORTH ZONE CONTRACT TOTAL
		MONTHLY	ANNUAL		1ST EXTENSION	RATE	2ND EXTENSION	RATE	EXTENSION				
	UNARMED	0	0	\$ 41.64	\$ -	\$ 42.76	\$ -	\$ 43.95	\$ -	\$ -	\$ -	\$ -	
	ARMED	0	0	\$ 44.66	\$ -	\$ 45.89	\$ -	\$ 47.15	\$ -	\$ -	\$ -	\$ -	
	SUPERVISOR	0	0	\$ 48.32	\$ -	\$ 49.65	\$ -	\$ 51.02	\$ -	\$ -	\$ -	\$ -	
	POST COMMANDER	0	0	\$ 60.17	\$ -	\$ 61.82	\$ -	\$ 63.51	\$ -	\$ -	\$ -	\$ -	
CONTRACTOR													
North Zone													
	Universal Protection Services, LP DBA	MAY 1, 2019 - JAN 31, 2020		\$13,801,827	FEB 1, 2020 - JAN 31, 2021		\$18,898,871	FEB 1, 2021 - JAN 31, 2022		\$19,415,995	TOTAL AMOUNT		\$52,116,693
	Allied Universal Security Services												

*Over Head (OH): Required position, not billed directly to County
 County of Los Angeles
 Department of Health Services

EXHIBIT C
CONTRACTOR'S SCHEDULE
INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

COUNTY ADMINISTRATION

AGREEMENT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

FACILITY ADMINISTRATOR/CHIEF OPERATIONS OFFICER

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT MONITOR:

Name: Centralized Contract Monitoring Division _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

AGREEMENT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR 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 Agreement until County receives this executed document.)

Contractor Name _____ Agreement No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into an Agreement 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 Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Agreement No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into an Agreement 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 Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

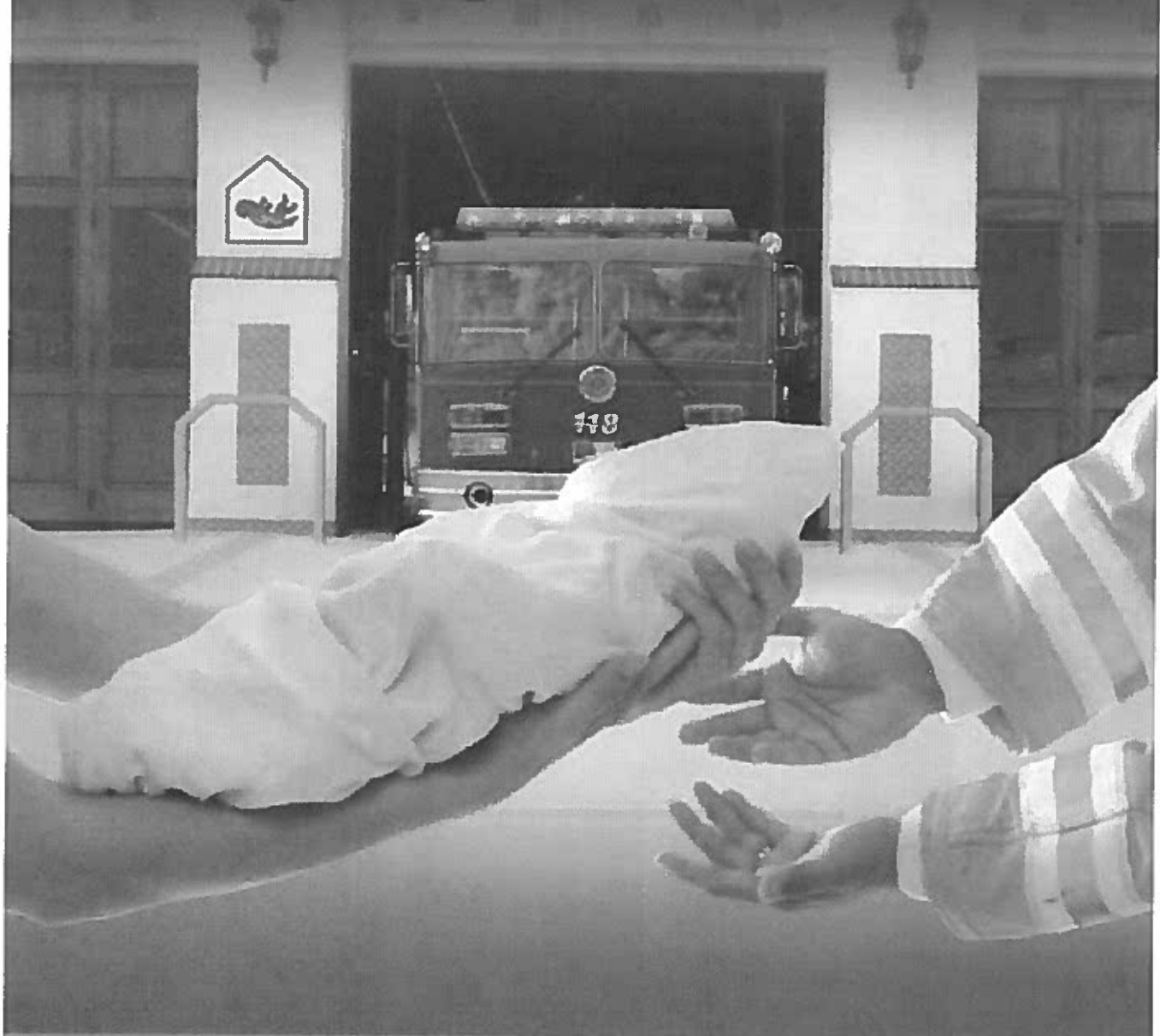
“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafe1a.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

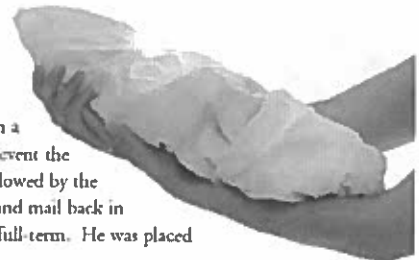
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



2.201.010 Findings.

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

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

2.201.020 Definitions.

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

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

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

C. "Employer" means:

1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.

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

E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.

F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

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

2.201.030 Prospective effect.

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

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8 - Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:

1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.

B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

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

2.201.050 Other provisions.

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

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

C. **Administration.** The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.

D. **Compliance Certification.** An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.

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

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

2.201.060 Employer retaliation prohibited.

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

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

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

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

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

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

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

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

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

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

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

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

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

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

2.201.090 Exceptions.

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

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

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

2.201.100 Severability.

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

(Ord. 99-0048 § 1 (part), 1999)

Living Wage Rate Annual Adjustments

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

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

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

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

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

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ Company or Subcontractor on the _____ Service, Building or Work Site that during the payroll period commencing on the _____ day of _____, and ending the _____ day of _____ all persons employed on said work site have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of _____ Company Name from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

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

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

Print Name and Title	Owner or Company Representative Signature:
	Date:

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

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation for	Services	

PROPOSER CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that Proposer and staff performing work under the Agreement will be in compliance. Proposer further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Agreement, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

COUNTY'S ADMINISTRATION

AGREEMENT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

FACILITY ADMINISTRATOR/CHIEF OPERATIONS OFFICER

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT MONITOR:

Name: Centralized Contract Monitoring Division

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

AGREEMENT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR 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 Agreement until County receives this executed document.)

Contractor Name _____ Agreement No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into an Agreement 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 Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Agreement No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into an Agreement 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 Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babySAFE.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

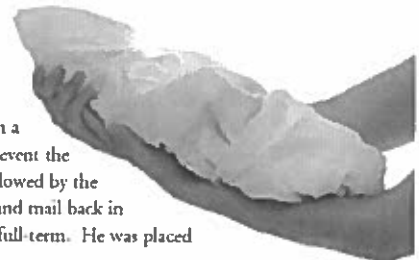
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



2.201.010 Findings.

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

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

2.201.020 Definitions.

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

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

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

C. "Employer" means:

1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.

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

E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.

F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

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

2.201.030 Prospective effect.

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

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8 - Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:

1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.

B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

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

2.201.050 Other provisions.

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

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

C. **Administration.** The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.

D. **Compliance Certification.** An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.

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

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

2.201.060 Employer retaliation prohibited.

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

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

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

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

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

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

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

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

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

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

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

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

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

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

2.201.090 Exceptions.

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

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

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

2.201.100 Severability.

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

(Ord. 99-0048 § 1 (part), 1999)

Living Wage Rate Annual Adjustments

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

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

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

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

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

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ Company or Subcontractor on the _____ Service, Building or Work Site that during the payroll period commencing on the _____ day of _____, and ending the _____ day of _____ all persons employed on said work site have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of _____ Company Name from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

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

<p>I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.</p>	
<p>Print Name and Title</p>	<p>Owner or Company Representative Signature:</p>
	<p>Date:</p>
<p>THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.</p>	

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation for	Services	

PROPOSER CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that Proposer and staff performing work under the Agreement will be in compliance. Proposer further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Agreement, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date: