County of Los Angeles
CHIEF EXECUTIVE OFFICE
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LOS ANGELES, CALIFORNIA 90012
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DAVID E. JANSSEN
Chief Executive Officer

July 17, 2007

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

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

Dear Supervisors:

APPROVE SECURITY SERVICE AGREEMENT WITH SECURITAS SECURITY SERVICES USA, INC. FOR THE MARTIN LUTHER KING-HARBOR MEDICAL CENTER AND HEALTH CENTERS (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached three (3) year contract with Securitas Security Services, Inc. (Contractor), for armed and unarmed security services for the Office of Public Safety (OPS) at Martin Luther King-Harbor Medical Center and Health Centers for a contract term of three (3) years , with two (2) one-year renewal options commencing August 1, 2007, for a total maximum contract cost of $3,672,205 (year one), $3,745,649 (year two), and $3,820,562 (year three).

2. Authorize the Chief, OPS (Chief) to exercise the Contract renewal options annually if in the opinion of the Chief the contractor has successfully performed in the previous contract period and the services are still required and cost-effective, which may include a cost-of-living adjustment (COLA) per option year as determined by the Chief Executive Office (CEO).

3. Authorize the Chief, County Police to amend the contract annually in an amount not to exceed 10 percent of the contract amount for additional guards or facilities within the scope of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

OPS provides security for patients, employees, the public and property of five (5) major hospitals and 38 health and rehabilitation centers throughout the County for the Departments of Health Services and Public Health through OPS' Health Services Bureau (HSB).

The recommended contract is for armed and unarmed security guard services at Martin Luther King-Harbor Medical Center and Health Centers. The award of this contract is a part of OPS' continuing effort to provide the best possible security service to the public in a cost-effective manner. This recommendation is based upon a cost-analysis finding that an independent contractor can more economically perform armed and unarmed security guard services in the following locations:

Martin Luther King-Harbor and Health Centers locations:

1) Martin Luther King-Harbor Medical Center
2) Dollarhide Health Center
3) H. Claude Hudson Comprehensive Health Center
4) Hubert H. Humphrey Comprehensive Health Center
5) Fergusen Building

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed contract with the Contractor will further the County's Strategic Plan Goal 1 (Service Excellence), Goal 4 (Fiscal Responsibility), and Goal 8 (Public Safety) through the provision of quality armed and unarmed security guard services at a savings over County costs.

FISCAL IMPACT/FINANCING

Sufficient appropriation offset by revenue is budgeted in OPS' fiscal year (FY) 2007-08 budget to fund the costs of the recommended contract and unforeseen/emergent service requirements. The FY 2007-08 budgets for the Departments of Health Services and Public Health include sufficient appropriation to fund the costs associated with the recommended contracts and unforeseen/emergent service requirements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In compliance with the provisions of Los Angeles County Code (Code) Sections 2.121.250 through 2.121.420, OPS solicited proposals from private contractors for armed and unarmed security guard services for health services clients for the Martin Luther King-Harbor Medical Center and Health Centers. The mandatory requirements for contracting, as identified in Section 2.121.380 of the Code, have been met. The Proposition A cost analysis indicating that the recommended contracted security guard services can be performed more economically by the private sector have been reviewed and approved by the Auditor-Controller's Audit Division.

The term of the contract is for three (3) years and includes a provision whereby the Chief may extend the contract for up to two (2) one-year renewal option periods. The Chief may exercise options if, in her opinion, the Contractor has successfully performed in the previous contract period and the services are still required and are cost-effective. The Contractor has agreed to pay its full-time employees the new Living Wage rate adopted by your Board on February 16, 2007 and confirms that it will comply with the County's Living Wage reporting requirements.

In accordance with County policy, the contract contains a COLA provision whereby the Chief, at her sole discretion, may increase the contractor's compensation during the option period. The decision to include the COLA is based on OPS' experience that contractors may incur an increase in costs, such as insurance premium, fuel, etc., during option periods, which could impact their performance. As a result, this provision allows the Chief to review cost information and determine a COLA is a justified subject for approval by the CEO. OPS will comply with the recently adopted Board policy to exclude the cost of labor from the base upon which a COLA is calculated unless the contractor can show that its labor cost will actually increase.

To manage unforeseen service level increases affecting client Departments, such as changes to office hours, emergent security requirements, and/or the addition of new facilities, OPS is recommending that your Board authorize the Chief to approve additional services, within the scope of work, up to ten percent per year.

OPS will not request the Contractor to perform services that will exceed the approved maximum contract amount, including the additional services authorization or services that are outside the scope of work or contract dates without the prior approval of the your Board.

As established by the Chief Administrative Office on April 10, 2001, the County's Labor Law/Payroll Violations Assessment Team evaluated and assessed labor law violations and claims for alleged violations, reported for the contractors by the California State Department of Industrial Relations, Division of Labor Standards Enforcement. The Assessment Team determined that the number of reported labor law violations and the claims for alleged violations for Securitas Security Services USA, Inc. were accurately self-reported and do not appear to show a pattern to intentionally violate State labor laws, and that, based on the number of staff employed by the contractor, the number of violations appears minor.

This contract contains the County's standard provisions regarding contractor obligations and is in compliance with all Board and CEO requirements.

The Contractor has executed the attached contract and will provide the required insurance policy prior to the start of this contract naming the County of Los Angeles as additional insured.

County Counsel has approved the contract as to form.

CONTRACTING PROCESS

On September 25, 2006, OPS commenced solicitation for armed and unarmed security guard services within the HSB by posting a notice for this Request for Proposals (RFP) on the County's of Los Angeles "Doing Business with Us" website and included a link to download the solicitation package and instructions on how to contact the Department regarding this RFP. Attachment I is a listing of contractors who are registered for security guard services on the Internal Services Department's website and received notification of this project. In addition, prospective contractors who contacted OPS prior to and after the RFP release were solicited via phone and email.

On October 2, 2006, 23 companies attended the Proposers Conference. On November 6, 2006, OPS received 13 proposals. All proposals were reviewed to ensure compliance with mandatory minimum requirements outlined in the RFP. Six (6) proposals met the requirements and were forwarded to Phase 2 of the evaluation. One (1) proposal was voluntarily withdrawn by the Proposer.

The Evaluation Committee (Committee) was comprised of a contract manager from the City of Los Angeles, an administrative staff member from the Department of Public Social Services, and a Los Angeles County Sheriff's Department Contract Field Sergeant (retired). The Committee members reviewed each proposal for business experience and qualifications, staffing, compliance with the Living Wage program, quality control, and the ability to accomplish the required security guard services. Based on the evaluation, it is recommended that the contract for the services be awarded to the highest rated, most responsible Proposer as recommended above. Securitas Security Services USA, Inc. was determined to be the highest ranked proposer and the most cost-effective and responsible proposal.

Proposition A contracts valued over $1.0 million are reviewed by the County Auditor-Controller for cost-effectiveness. Therefore, the Proposition A cost analysis was reviewed and approved by the Auditor-Controller's Audit Division using the guidelines and methodologies consistent with their procedures.

Attachment IV reflects the Contractor's minority participation. It should be noted that upon final analysis and award, the contractor was selected without regard to gender, race, creed or color.

IMPACT ON CURRENT SERVICES

The award of this contract will not result in the displacement of any County personnel as these services are currently being performed by the private sector. It is anticipated that this contract will commence on August 1, 2007 after Board approval. Therefore, there will be no impact to existing staff or service levels.

CONCLUSION

It is requested that a certified copy of the action taken by your Board and a fully executed copy of the attached contract be mailed to Securitas Security Services, USA, Inc., Attention: Ms. Carol Mitchell, 3325 Wilshire Boulevard, Suite 1100, Los Angeles, California 90010. It is also requested that three (3) conformed copies be forwarded to Chief Margaret York, Office of Public Safety.

Respectfully submitted,

DAVID E. JANSSEN
Chief Executive Officer

DEJ:SRH:RDC
MAY:MM:yjf

Attachments

c: County Counsel
Chief Executive Officer
Affirmative Action Compliance Officer
Chief, Office of Public Safety

OPS.Agreement.6.bl

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SECURITAS SECURITY SERVICES, USA, INC.

FOR ARMED AND UNARMED SECURITY GUARD SERVICES

HEALTH SERVICES BUREAU

IN FIVE (5) LOCATIONS

IN SERVICE PROVISION AREA SIX, INCLUDING:

1. Martin Luther King-Harbor Medical Center
2. Dollarhide Health Center
3. H. Claude Hudson Comprehensive Health Center
4. Hubert H. Humphrey Comprehensive Health Center
5. Ferguson Building

76292

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
SECURITAS SECURITY SERVICES USA, INC.
FOR
ARMED AND UNARMED SECURITY GUARD SERVICES
HEALTH SERVICES BUREAU
IN FIVE (5) LOCATIONS
IN SERVICE PROVISION AREA SIX AT:

1. Martin Luther King-Harbor Medical Center
2. Dollarhide Health Center
3. H. Claude Hudson Comprehensive Health Center
4. Hubert H. Humphrey Comprehensive Health Center
5. Ferguson Building

This Contract and Exhibits made and entered into this 10th day of July, 2007 by and between the County of Los Angeles, hereinafter referred to as County and Securitas Security Services, USA, Inc., hereinafter referred to as Contractor. Securitas Security Services, USA, Inc. is located at 3325 Wilshire Blvd., Suite 1100, Los Angeles, CA 90010.

RECITALS

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

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

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

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

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - Pricing Schedule

1.3 EXHIBIT C - Contractor's Proposed Schedule

1.4 EXHIBIT D - Contractor's EEO Certification

1.5 EXHIBIT E - County's Administration

1.6 EXHIBIT F - Contractor's Administration

1.7 EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement

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 - Monthly Certification for Applicable Health Benefit Payments

1.12 EXHIBIT L - Payroll Statement of Compliance

Intellectual Property Developed/Designed by Contractor Forms

1.13 EXHIBIT M - Forms Required at Completion of Contracts Involving Intellectual Property Developed/Designed by the Contractor (Intentionally Omitted)

Health Insurance Portability & Accountability Act (HIPAA) Agreement

1.14 EXHIBIT N - Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA)

SB 1262 - Nonprofit Integrity Act of 2004

1.15 EXHIBIT 0 - Charitable Contributions Certification (Intentionally Omitted)

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.1 – Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

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

2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

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

2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract

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

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

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

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

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be three years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend this Contract term for up to two additional one-year periods for a maximum total Contract term of five years. Each such option shall be exercised at the sole discretion of the Chief, Office of Public Safety, or designee.

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

5.0 CONTRACT SUM

5.1 Refer to Exhibit B - Pricing Schedule

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

5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send

written notification to the Office of Public Safety at the address herein provided in *Exhibit E - County's 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 on CD or by email using a mutually agreed upon format and/or program (such as Quick Books) *and* with *hard copy* of *backup 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 the Contractor by the 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 the 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.

5.5.4 The Contractor shall submit the monthly invoices, as specified above, by the 5th calendar day of the month following the month of service. Pursuant to Prop A - Living Wage Program, **No invoice will be approved for payment unless the following is included:**

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

5.5.5 All invoices under this Contract shall be submitted:

1) Electronically, on CD or by email, and with 2) Hard copy of backup documentation to the following address:

Office of Public Safety
Attention: Accounts Payable
13001 Dahlia Street
Downey, CA 90242

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

5.5.7 Court Appearance. In the event a security guard is subpoenaed to appear in court on the County's behalf:

- Contractor shall submit copies of the subpoena to the OPS Facility Supervisor and the Contract Monitor within three (3) working days after receipt.

- Contractor shall receive written approval of replacement guard hours if it is determined by County that a replacement guard will be required.
- Contractor shall *pay* subpoenaed guard at hourly straight-time rate for the court appearance time.
- Contractor shall bill County for reimbursement of guard's paid court appearance time.
- Upon return to post, subpoenaed Guard shall provide Contractor written verification from the Court of start and end times. This documentation shall be presented to County upon request.

5.5.8 Invoices for County Background and Security Investigations.

County will regularly prepare and submit invoices to the Contractor for Background and Security Investigations, or portions thereof, completed by the County, pursuant to Section 7.4 of the Contract. County may deduct the amount of these invoice(s) from any payment otherwise due the Contractor if payment for these invoices is not received within 120 days of the invoice date.

5.6 Cost of Living Adjustments (COLA's)

The contract hourly amount may be adjusted, upon written request of the contractor, annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

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

6.1 County's Project Director

Responsibilities of the County's Project Director include:

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

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

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

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

6.3 County's Contract Project Monitor

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

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

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

7.1.3 The Contractor's Project Manager must have <u>three</u> years of experience.

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with an identification card (subject to County Project Manager approval) that shall contain a graphic of the appropriate badge and designate the Company the employee is employed by, and shall contain at least the following identifier information:

A. Recent photograph of the employee (within last five years).

B. Full name of employee, their employee number and title;

C. Signature of employee and approving authority;

D. Height, eye color, and hair color of the employee;

E. The card should be numbered by the issuing employer;

F. The card may contain medical information (e.g. blood type) if that information is supported by competent medical documentation;

G. Should be approximately 3 ½ inches wide by 2 ½ inches high;

H. Should indicate the date issued and any expiration date established by the issuing employer;

I. The completed cards must be laminated securely both front and back.

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

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve an employee's ID card within the next business day after the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve an employee's ID card within the next business day after the employee has been removed from working on the County's Contract.

7.4 Background and Security Investigations

7.4.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. County shall use

its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 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. County will not provide to the Contractor or to the Contractor's staff any information obtained through the County-conducted background clearance.

7.4.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff who 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 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

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

7.5.3 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

8.1.1 The County reserves the right to initiate Change Notices that do not affect the scope, term, Contract sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the Chief, Office of Public Safety, or designee.

8.1.2 For any change which affects the term, Contract Sum in excess of 10%, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors.

8.1.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief, Office of Public Safety, or his/her designee.

8.1.4 The Chief, Office of Public Safety, or designee may at /her sole discretion, exercise options of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that exercising such options of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an option of time, an Amendment to the Contract shall be prepared and executed

by the Contractor and by the Chief, Office of Public Safety, or designee.

8.1.5 The Chief, Office of Public Safety, has been given authority to implement changes which affect the term, Contract Sum up to 10% of current contract amount, payments, and/or scope of work included under this Contract. To implement changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief, Office of Public Safety, or his/her designee.

8.1.6 County reserves the right to add or change facilities in any Service Provision Area(s) County deems appropriate. Such changes shall be based on the hourly rates listed in Exhibit B, Service Provision Area Pricing Sheet(s), and Contractor and County will negotiate a mutually agreeable price. County also reserves the right to obtain facility pricing or receive bids from other Service Provision Area(s) Contract vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the Chief, Office of Public Safety or designee.

8.2 ASSIGNMENT AND DELEGATION

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

the County.

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

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

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

8.5.1 Within ten business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

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

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

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

8.6 COMPLIANCE WITH APPLICABLE LAW

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

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

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

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

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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

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

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

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing

Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who

benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

this Contract.

8.16 DAMAGE TO COUNTY EQUIPMENT, 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 equipment, facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from

employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

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

8.19 FAIR LABOR STANDARDS

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

8.20 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.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 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.

8.21.2 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.

8.21.3 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.

8.21.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.5 - Confidentiality.

8.22 INDEMNIFICATION

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

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense. If Contractor provides armed security guards, insurance policy shall *not* contain any exclusion for firearms-related liability.

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

Office of Public Safety
Attention: Contract Analyst
13001 Dahlia Street
Downey, CA 90242

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

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in

advance of cancellation for all policies evidenced on the certificate of insurance;

- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

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

Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

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

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

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

8.23.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all Subcontractors

performing services under this Contract meet the insurance requirements of this Contract by either:

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

8.24 INSURANCE COVERAGE REQUIREMENTS

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

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

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 dogs, then firearms and/or animal-related liability, respectively, also shall be covered.

8.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

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

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

8.24.4 Fidelity (Crime) Coverage

Insurance with limits of not less than $100,000 covering Contractor for loss of County money, County securities or other County property due to dishonest acts of Contractor's employees. Such coverage shall name County as loss payee.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed.

A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

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

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars $100 per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C, Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct

any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this 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.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

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

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

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular

business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the County.

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

8.27.8 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.

8.28 NON EXCLUSIVITY

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

8.29 NOTICE OF DELAYS

Except as otherwise provided under this 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.

8.30 NOTICE OF DISPUTES

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

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.33 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's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Chief, Office of Public Safety, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34 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, the Contractor shall not in any way intentionally induce or persuade any employee of the County to become an employee or agent of the Contractor. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 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 8.37 - 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.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of 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.

8.36 PUBLICITY

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

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

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

paragraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this 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.

8.37.1 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).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.37.3 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.

8.37.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's

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

excerpt, copy, or transcribe such materials and information at such other location.

8.38 RECYCLED BOND PAPER

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

8.39 SUBCONTRACTING

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

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

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

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

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

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

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

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

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

Office of Public Safety
Attention: Contract Analyst
13001 Dahlia Street
Downey, CA 90242

before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute 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 8.42 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 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.

8.41.2 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.

8.41.3 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 8.37, Record Retention & Inspection/Audit Settlement.

8.41.4 Except as otherwise provided in this Agreement, the Contractor may terminate this Agreement upon ninety (90) days written notice to the County without liability for any services performed after the date of such cancellation/termination. In the event of termination, the Contractor shall repay the County for payments made for services not completed prior to the effective date of such termination.

8.42 TERMINATION FOR DEFAULT

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

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, 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.

8.42.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this 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 8.42.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

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

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this 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.

8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to

the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or by email to hotline@oci.co.la.ca.us

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

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The County may terminate this 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.

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

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance,

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

8.46 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.

8.47 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.

8.48 WAIVER

No waiver by the County of any breach of any provisio n 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 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this 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.

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program:

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

9.1.2 Payment of Living Wage Rates.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth

immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this subparagraph 9.1.2 under the Contract:

a. Not less than $11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than $9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The

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

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the

Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law

requires the Contractor to pay the Employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports.

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

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

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any

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

9.1.5 County Auditing of Contractor Records.

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

9.1.6 Notifications to Employees.

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

Spanish and any other language spoken by a significant number of Employees.

9.1.7 Enforcement and Remedies.

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

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
   a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
   b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages

will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

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

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees.

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

9.1.9 Contractor Retaliation Prohibited.

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

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights

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

this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.

2. The Contractor is not required to hire a retention employee who:

   a. Has been convicted of a crime related to the job or his or her performance; or

   b. Fails to meet any other County requirement for employees of a Contractor.

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

9.1.12 Neutrality in Labor Relations

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

9.2 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

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

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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

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

9.3.4 If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having

furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

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

The above penalties shall also apply if the Contractor is no longer eligible for certification as a result in a change of their status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

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 USA, Inc.

By _____
Name

_____
Title

COUNTY OF LOS ANGELES

By _____
(Mayor/Chairman), Board of Supervisors

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

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By _____
Deputy

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By _____
Millicent L. Rolon
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 JUL 24 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

CONTRACT FOR
ARMED AND UNARMED SECURITY GUARD SERVICES
OFFICE OF PUBLIC SAFETY – HEALTH SERVICES BUREAU
ALL SERVICE PLANNING AREAS

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STATEMENT OF WORK

EXHIBIT A

CONTRACT

EXHIBIT A - STATEMENT OF WORK (SOW)

OFFICE OF PUBLIC SAFETY

HEALTH SERVICES BUREAU

ARMED AND UNARMED SECURITY GUARD SERVICES IN ALL SERVICE PROVISION AREAS (SPA)s, AT:

SPA ONE:	1) High Desert Health Systems, 2) High Desert Clinic, 3) Acton Rehabilitation Center, 4) Antelope Valley Health Center, 5) Glenchur Clinic, 6) Lake LA Care Center, 7) Little Rock Care Center, 8) Palmdale Primary Care Center, 9) Warm Springs Rehabilitation Center;
SPA TWO:	1) Olive View - UCLA Medical Center, 2) Ingleside Hospital, 3) Mid Valley Comprehensive Health Center, 4) North Hollywood Health Center, 5) San Fernando Health Center, 6) Glendale Health Center, 7) Pacoima Health Center;
SPA THREE:	1) El Monte Comprehensive Health Center, 2) Telstar Health Center, 3) La Puente Health Center, 4) Monrovia Health Center, 5) Pomona Health Center;
SPA FOUR:	1) LAC-USC Medical Center, 2) Department of Health Services Administrative Headquarters, 3) Central Health Center, 4) Edward R. Roybal CHC, 5) Hollywood-Wilshire Health Center;
SPA FIVE:	1) Ruth Temple Health Center;
SPA SIX:	1) Martin Luther King/Harbor Medical Center, 2) Dollarhide Health Center, 3) H. Claude Hudson CHC, 4) Hubert H. Humphrey CHC, 5) Ferguson Building;
SPA SEVEN:	1) Rancho Los Amigos Medical Center, 2) Bellflower Health Center, 3) Whittier Health Center;
SPA EIGHT:	1) Harbor-UCLA Medical Center, 2) Harbor Bay Clinic, 3) DHS/PH-Long Beach CHC, 4) Curtis R. Tucker Health Center, 5) Harbor Health Center, 6) South Health Center, 7) Torrance Health Center, 8) Wilmington Health Center

JULY/2007

Prepared By County of Los Angeles

Office of Public Safety

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Contractor will be required to provide armed and unarmed, uniformed security personnel, who have been trained according to the provisions of the Bureau of Security and Investigative Services, Division 7 of Title 16 of the California Code of Regulations, Article 9, and who present a professional and courteous demeanor; for security services coverage in Service Provision Area Hospitals twenty-four (24) hours a day, seven (7) days a week, including holidays; and in additional Service Provision Area locations, as specified.

Specific coverage is itemized on the *SOW Attachment A2 - "Minimum Staffing Plan by Service Provision Area"*. Specific tasks to be performed are itemized in the *SOW - "Section 10 - Specific Work Requirements"*.

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

2.1 The County, by and through the County Police, shall have the right to add and/or delete specific facilities within the Service Provision Areas, specific tasks, and add, reduce or eliminate work hours for any and all shifts during the term of the contract, in accordance with the Contract, Paragraph 8.0 Standard Terms and Conditions, Sub-paragraph 8.1 Change Notices and Amendments.

2.2 Request for Added Post Coverage shall be by written notice to Contractor three (3) to five (5) business days prior to coverage. There may be a need for immediate coverage due to County's need and discretion. Contractor will be required to provide written confirmation of the Added Post Coverage within three (3) days of receipt of such notice. OPS will notify Contractor through a written notice to proceed prior to start of services.

2.3 This SOW includes all weapons-related requirements necessary for any future armed security guards, as unarmed posts listed in this SOW *may become* armed posts.

2.4 All changes must be made in accordance with sub-paragraph 8.1 Change Notices and Amendments of the Contract.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review *prior to the start of the contract*. The Contractor shall establish and ensure that Contractor's supervisor or Quality Control personnel, not the security guards actually performing the security services, shall implement and carry out the Quality Control Plan. Contractor shall provide to County all changes to the Quality Control Plan as changes occur. The plan shall include, but may not be limited to the following:

3.1 Name and title of person performing monitoring functions.

3.2 Specific methods of monitoring that cover all tasks and services to be performed to ensure that Contract requirements are being met;

3.3 Method for identifying and correcting deficiencies before performance becomes unacceptable.

3.4 Specifics of monitoring system to track Employee Training File Review, expiration dates for all required Certifications, Permits, Training, Physicals, and Performance Evaluations, to ensure all employee files, training requirements and required certifications and permits are kept current.

3.5 Review and signature approval of the Contractor's Project Manager.

3.6 A record of all Quality Control inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined below and in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 Monthly Meetings

Contractor is *required* to attend a scheduled monthly meeting to be held jointly by County's Contract Monitor Section and Contractor's Project Manager to review Contractor performance evaluation. Failure to attend will cause an assessment of one hundred dollars ($100.00). County's Contract Monitor Section reserves the right to schedule more frequent meetings, if Contractor's performance is not at an acceptable quality level. An acceptable quality level will be determined by, but not limited to the Contractor adhering to the *SOW Attachment A4 - "Performance Requirement Summary" (PRS)*, contract requirements and this Appendix B - Statement of Work.

4.2 Contract Discrepancy Report *(SOW Attachment A3)*

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

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

4.3 County's Contract Monitor Section

County's Contract Monitor Section shall perform the following duties:

- Review Contractor's employee's Training Files annually and/or at the request of the County's Contract Monitor Manager anytime during the contract period.

- Consult with County Police Supervisor(s) and/or Facility Manager and when appropriate, prepare a Contract Discrepancy Report for any deficiencies found.
- Review Living Wage Program requirements and monthly reports and medical coverage certifications.
- Perform, at minimum, monthly inspections covering all assigned tasks, review results of action taken as a result of contract discrepancy report, and perform on-site inspections and other necessary functions.
- Monitor condition of guard equipment and, if found defective or inadequate, shall prepare a Contract Discrepancy Report.
- Monitor Contractor's backup staffing plan to ensure trained and County-cleared replacement security guards are available to replace security guards who are absent for any reason.
- County Monitor Manager may direct Contractor to replace any employee, when found necessary or in the best interest of the County. Contractor shall remove the employee from his/her post or assignment. Contractor shall not reassign this employee to any County facility listed in the contract without authorization from the County's Contract Monitor Manager or appointed designee. No written or verbal explanation for removal shall be required or supplied by County. Contractor shall schedule replacement of that employee within two (2) hours of notification.

4.4 County Observations

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

5.0 DEFINITIONS

In addition to the definitions contained in sub-paragraph 2 - Definitions of the Contract, the following are terms that are used in this SOW:

Bilingual: Ability to speak and understand English and another language.

Open Post: Any post left unmanned for any period of time, including breaks and meal periods.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract – County, specific duties will include:

6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, sub-paragraph 8.1 Change Notices and Amendments.

6.2 Furnished Items

6.2.1 The County will furnish space, telephone and the use of other necessary equipment to perform various security guard related tasks, along with routine building/ground maintenance, repair and/or replacement, due to normal wear and tear, of County-provided furniture and equipment. Neither the Contractor nor its employees shall acquire any rights or interest in any County property and/or equipment furnished to Contractor for its use under a resultant contract. Furthermore, the County shall have the right to inspect, demand return of and otherwise have a right to enter and search such property in accordance with existing policies and practices.

6.2.1.1 Damages caused by the Contractor or employees or agents of the Contractor shall be handled by the procedures defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.16, Damage to County Equipment, Facilities, Buildings, or Grounds.

6.2.1.2 Upon termination of contract, all equipment shall be returned to the County in good operating condition, less reasonable wear and tear.

6.2.2 The following is a list of forms or logs that are applicable to the requirements for implementation of this *"Exhibit A - Statement of Work"* and will be provided to the Contractor by County's Contract Monitor upon award of Contract:

- Post Orders. Proprietary documents created, issued and maintained by the Office of Public Safety. Post Orders are specific to each location and are to be followed completely and at all times.
- County Contract Discrepancy Report (CDR) *SOW Attachment - A3*
- County Equipment Damage and Loss Liability Form
- Security Incident Report Form (submit originals to County Police Supervisor)
- Daily Sign in/out Log
- Living Wage Compliance Forms

6.2.3 The County is required to provide training to Contractor employees, or employees performing services on hospital grounds, in accordance with the Joint Commission for Accreditation Hospital Organization (JCAHO) Title 22.

6.2.3.1 The following is the County's Training Plan for Contractor's guards for the first year of the contract:

- Fire Life 8 hours
- New Employee Orientation 8 hrs.
- Hazardous Material and Infection Control 1 hr.
- Facility Training 16 hrs.
- *PRO-ACT Professional Assault Crisis Training* (or alternate, depending on specific facility) Basic – 16 hrs, Restraint – 4 hrs.

6.2.3.2 Contractor shall be responsible for <u>all costs</u> of the initial and any subsequent training required by County throughout the term of

the contract. The cost for such training is the hourly rate paid to the employee/guard. Employee/guard is to attend training on scheduled workdays only. County will pay up to eight hours of straight time for one employee/guard when training is scheduled. The Contractor, *at no cost to the County*, will provide back-up coverage for employee/guard during training.

6.2.3.3 The County's Training Plan shall have an anniversary date as some training will require a new certification period. Contractor shall notify County sixty (60) days prior to anniversary date to allow County time to coordinate training schedule. The content of the Training Plan is subject to change at County's discretion.

6.2.3.4 Prior to participating in the use of restraints and/or seclusion, guards (depending on assignment) shall receive and demonstrate competency in mandatory *PRO-ACT (Professional Assault Crisis Training)* Basic – 16 hrs. and Restraint – 4 hrs, or alternate curriculum, as required by the facility.

6.2.3.5 Guards, who have received PRO-ACT (or alternate) training, shall assist nursing/clinical staff in applying behavioral restraints to patients under the direction of the clinical staff team leader.

CONTRACTOR

6.3 Project Manager

6.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.

6.3.2 Project Manager shall be responsible for the overall management and coordination of the Contract and act as a central point of contact with the County.

6.3.3 Project Manager shall have three years of paid Security Management experience.

6.3.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

6.4.1 Contractor shall assign, and maintain ongoing recruitment for, a sufficient number of cleared, trained, and equipped personnel, as specified, to perform the required work, including backup coverage for security guards who are absent for any reason. *A minimum of 10% of the total guard requirement for the contract shall be available as backup guards.* **At least one employee on site shall be authorized to act for Contractor in every detail and must understand and speak English**.

6.4.2 Background and Security Investigation and Interview. Contractor shall be required to have all employees complete a Background and Security Investigation and Interview process, including Live Scan, conducted through the Office of Public Safety's Internal Affairs and Contracts Departments, at Contractor's expense, *prior to assignment*, as set forth in sub-paragraph 7.4 – Background & Security Investigations, of the Contract. Contractor applicants who have been involved in any of the following shall not be accepted:

- Any felony conviction.
- Any high-grade misdemeanor conviction.
- Any conviction for a sex offense.
- Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge.
- Any conduct that would preclude the employee from receiving a bond.
- Convictions of drunk or reckless driving or three convictions of exceeding the speed limit over the last three (3) years.

6.4.3 Experience Requirements. Contractor shall provide personnel who meet the following experience requirements:

- Post Commander(s): shall have one (1) year paid security supervisory experience.
- Watch Commander(s): shall have one (1) year paid security supervisory experience at a public health services facility.
- Supervisor(s): Contractor shall provide one (1) "on-duty" County-approved supervisor for every six (6) officers provided by Contractor. Supervisors shall have at least two (2) years paid security experience within the last three (3) years.
- Security Guard(s): Guards shall have one (1) year paid armed or unarmed security experience within the last three (3) years. Additional criteria for the selection and training of security guards are provided throughout this Statement of Work.

6.4.4 Bilingual Staffing Plan. Contractor shall establish a bilingual staffing plan that provides bilingual staffing (defined as speaking English and an additional language) to meet the needs of each shift as evaluated and recommended by County.

6.4.5 Preliminary and Annual Physicals/Examination/Testing/Proof of Vaccination. The parties recognize that the County of Los Angeles operates medical and health facilities, including hospitals, within its jurisdictional boundaries, and that those facilities are regulated by State law. (See, e.g., Joint Commission on Accreditation of Healthcare Organizations [JCAHO]; and California Code of Regulations, Title 22.) Pursuant to such law, the County has established and maintains policies related to initial and annual health examinations, testing, and proof of vaccination of individuals working in such facilities. Contractor agrees that all employees hired by Contractor for assignment at Medical Center(s) must undergo a physical examination, at Contractor's expense, before commencing services, and annually thereafter. Such physical examination shall include at least the following: TB test (if the test is positive a chest X-ray shall be provided), CBC urinalysis, rubella, RPR, Hepatitis B, proof of MMR vaccination, vision and other tests, as requested.

6.4.6 Employment Application. Contractor shall submit a completed County-supplied application to Office of Public Safety on each prospective guard and supervisor at the time the applicant is referred to County. The application shall address the following:

- Employment History. List applicant's present or last job first, then all jobs held and any periods of unemployment in the past ten (10) years including security services experience.
- Military Service. All military experience (regular or reserve) must be documented. Include a copy of Applicant's Selective Service Card and/or military discharge papers DD214. Where Applicant does not possess a Selective Service Card or military discharge papers, explain why information is not available.
- Driving Record. A current printout of the Applicant's Department of Motor Vehicle Record is required at the time of the applicant's interview and annually thereafter.
- Credit Report. The Applicant's credit history must be documented. Submission to County of an Equifax, Experian, or Trans Union credit report must be made at the time of the applicant's interview.
- Current Guard Card. Issued by the State Department of Consumer Affairs, Bureau of Security and Investigative Services.
- Current Cardiopulmonary Resuscitation Certification for Adult, Child, and Infant. Issued by American Red Cross or Equivalent Provider (8 hours).
- Current First Aid Certification for Adult, Child, and Infant. Issued by American Red Cross or Equivalent Provider (8 hours).
- Permit for Side-Handle Baton. Pursuant to Section 12002 of the California Penal Code.
- Firearm Permit. (Depending on position).
- Evidence of Completion of Training. As described in this Exhibit.

6.4.7 Requirements Prior to Assignment of Personnel. Prior to placement of any personnel, Contractor shall:

- Ensure personnel have all required certifications and permits,
- Ensure personnel can perform the essential functions of the job and services to be performed,
- Provide all necessary training,
- Ensure personnel have completed County Background process,
- Obtain Background and Security Investigation and Interview clearance from County,
- Ensure personnel undergo a physical examination and testing, and provide proof of vaccination, as specified above, at Contractor's expense, before commencing services, (and annually thereafter).
- Issue all necessary equipment, supplies, and uniforms as specified throughout this Statement of Work, and in the attached *Performance Requirements Summary – SOW Attachment A4.*
- Conduct site-specific orientation and training and ensure all personnel know location of and understand Post Orders.

6.5 Uniforms/Identification Badges

Contractor employees assigned to County facilities shall wear a complete County-approved uniform at all times. All uniforms will be provided by and at the Contractor's expense, and shall be approved by the Chief, Office of Public Safety (or her designee), prior to the start of the contract.

6.5.1 Uniform to consist of the following:

- Trouser
- Shirt/blouse
- Belt – solid black (smooth or basket weave)
- Tie – solid black (on request)
- Tie bar – gold in color (on request)
- Socks – solid black
- Shoes – solid black, leather, military type
- Shoulder patches, as required by Assembly Bill 1582, on both arms of uniform shirt/blouse
- Rain gear (as needed)

- Name tag
- Jacket, with appropriate shoulder patches, as appropriate to weather conditions
- Photo Identification Badge

6.5.2 Contractor shall provide, at Contractor's expense, all staff providing services under this Contract, with County-approved photo identification card as provided for in sub-paragraph 7.3 – Contractor's Staff Identification, of the Contract.

6.6 Materials and Equipment

The purchase and maintenance of all materials/equipment to provide the needed services is the responsibility of the 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 safe for use by the employee.

6.6.1 Forms

Contractor shall provide all working materials necessary for the proper performance of the Agreement including items such as logs, invoices (prepared using "Quick Books"), time sheets, stationery and/or any additional required forms. Contractor shall supply these materials at no cost to County.

- Contractor shall provide samples of all forms for County review and approval, prior to start of contract.

6.6.2 Radios

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

- Contractor shall ensure all radios are programmed and available, that the radio system is operational prior to the commencement of this agreement, and that the radio system is able to operate efficiently and effectively throughout the County facility or building and the grounds of the facility without interruption.

- Sufficient hand-held radios necessary for all OPS Officers, Contractor personnel, and facility administration.
- Sufficient number of batteries to provide a fully-charged battery and a fully operational radio for each guard on each shift in facilities designated as requiring 24-hour and/or 16-hour coverage,
- One (1) desktop radio (needs vary dependent on SPA) for OPS as required by the County.
- One (1) hand-held radio for the OPS County Supervisor on duty, if a County Supervisor is assigned.
- Regular maintenance, repair and/or replacement for radio equipment caused by reasonable wear and tear.

6.6.3 Electronic Detex Device

Contractor shall install, at its own expense, an electronic detex device at specific locations throughout the sites identified by County. Locations will be agreed upon for maximum coverage. Said device should be able to be downloaded into a report to be reviewed by OPS. This report shall be included along with Contractor's monthly invoice.

6.6.4 Security Guard Equipment

All security guards shall be equipped as follows:

Equipment. All Security Guards shall be equipped with the following items:

- Valid and current Security Guard Registration Card
- Sam/Sally Browne belt
- One (1) Handcuff case
- One (1) set Handcuffs plus female key
- Four (4) keepers
- One (1) Key Snap
- One (1) heavy-duty 3 cell Flashlight
- One (1) radio holder
- Badge

- Side Handle Baton with Baton Ring <u>or</u> Collapsible Side Handle Baton with Baton Ring.
- Valid and current permit for either Side Handle Baton <u>or</u> Collapsible Side Handle Baton.

Armed security guards - In addition to the previously listed equipment, armed security guards shall also be equipped with:

- Valid and current firearms permit listing the specific firearm issued.
- Leather thumb break, or break front holster, which specifically fits the issued or carried weapon.
- Ammunition pouch designed to hold two (2) magazines or two (2) Speed Loaders.
- The following firearms have been approved by the Los Angeles County Sheriff's Department as meeting their testing requirements for safety, performance, quality, and training procedures, and are permissible:
    - A revolver produced by Colt, Ruger, or Smith & Wesson, six (6) shot minimum, four-inch barrel, blue or stainless steel finish, double action, with a firing pin block, .38 Smith & Wesson Special or .357 magnum caliber only.
    - A pistol, semi-automatic, produced by Beretta, Colt, H & K, or Smith & Wesson, minimum three and a half-inch barrel, blue or stainless steel finish, 9mm caliber only, incorporating the following safety features:
    - Manual safety/de-cocking lever
    - Automatic firing pin safety block
    - Half-cock hammer position
- Ammunition, for revolver, 18 rounds, .38 Smith & Wesson Special, 125 grain Jacketed or Semi-jacketed Hollow Point ammunition only. **<u>NO</u> .357 MAGNUM AMMUNITION SHALL BE IN THE POSSESSION OF ANY SECURITY GUARD WHILE ON DUTY OR ON ANY LOS ANGELES COUNTY FACILITY OR PROPERTY.**

- Ammunition, for pistol, semi-automatic, a minimum quantity to fill three (3) magazines for the carried weapon, 9mm Jacketed or Semi-jacketed Hollow Point ammunition. A semiautomatic pistol shall be carried with one round chambered and a full magazine inserted into the pistol, safety on.

6.7 Training

6.7.1 Skills Training Course For Security Guards. Contractor shall provide, or ensure the provision of, 40 hours of preliminary training and a minimum of 8 hours of continuing in-service training per year for *all employees* as authorized and prescribed by sections 7581, 7583.6, and 7583.7 of the Business and Professions Code, based on the training needs of the County, hospital regulations, and any specific requirements of the assignment.

Contractor shall ensure that all security guard personnel understand their role and responsibility *for appropriate intervention* to protect people and property in the location to which they are assigned pursuant to applicable laws.

Contractor shall work closely with the Office of Public Safety, *prior to contract start,* to ensure the content of Training Courses *meets the needs of the County* and the *requirements of the specific location* where services are to be provided.

For each course, or series of courses, the institution or company providing the training shall issue a Certificate of Completion to the employee. Courses shall include, but may not be limited to:

Power To Arrest Course (taken prior to receiving Guard Card) **8 hours**

The Power to Arrest Course consists of eight (8) hours of training and the course will consist of lecture, discussions, exercises and role-playing in addition to reading and completing the Department of Consumer Affairs' Power to Arrest Training Manual. Pursuant to Business and Professions

Code Section 7583.7. (a) the following outline includes specific subjects that shall be taught in the recommended format.

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.

Mandatory Courses (to be completed as specified below) **16 hours**

Objective: To familiarize and instruct the individual on basic skills and provide a common body of knowledge in the performance of 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. Two of the mandatory courses shall be completed within the first thirty (30) days from the day the guard registration card is issued (8 hours). The remaining two courses shall be completed within the first six (6) months from the day the guard registration card is issued (8 hours). 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 toward completion of the Mandatory Courses.

A. Public Relations (Community & Customer) 4 hours

1. Gender & Racial Harassment & Discrimination
2. Respect:
   - Stereotyping
   - Attitude

3. Verbal Skills / Crisis Intervention
4. Cultural Diversity
5. Substance Abuse & Mental Illness
6. Ethics & Professionalism
   - Appearance
   - Command Presence
   - Proper Conduct

B. Observation and Documentation 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

C. Communication and its Significance 4 hours

1. Internal
   - Protocols Pursuant to Contract (Who to Contact and When)
   - Radio / Monitors
   - Other Technology
2. External
   - Emergency / First Responders
   - Medical Personnel
   - Police / Sheriff / Other Enforcement
   - City Services / Government Services

D. Liability / Legal Aspects 4 hours

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

Elective Courses (to be completed as specified below) **16 hours**

Objective: to familiarize and instruct the individual of basic employer requirements in the performance of guard duties. Additionally, to provide the employer and the individual with the opportunity to select additional course work to improve the skills and knowledge of the individual. The listed courses should include a mixture of written materials, lecture and exercises. The hours listed are the maximum number of hours that will be accepted as part of the 16 hours of elective training. A minimum of eight (8) hours of elective courses shall be completed within the first thirty (30)

days from the day the guard registration card is issued. An additional eight (8) hours of elective courses shall be completed within the first six (6) months from the day the guard registration card is issued. 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 toward completion of the elective courses.

A. Post Orders & Assignments 4 hours maximum

1. Site Specific Training
2. Equipment:
   - Monitoring
   - Communication
   - Alarms
   - Elevators, Etc.
3. Emergency Response Issues
4. Liability Implications
5. Lost / Found Articles

B. Company Policies / Orientation 4 hours maximum

1. Company Reports / Paperwork
2. Reporting Processes / Procedures
3. Tax Forms, Health Forms, Etc.
4. Uniforms
5. Work Schedules
6. Other Internal Policies, Processes or Procedures

C. Evacuation Procedures 2 hours maximum

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

D. Officer Safety 4 hours maximum

1. Threat Assessment
2. Subject Contact
3. Safety Awareness
4. Blood Born Pathogens
5. Environmental Issues

E. Arrests, Search & Seizure 4 hours maximum

(more advanced than PTA course)

1. PC 836, 837 & the Differences
2. US Constitution & Amendments Impacting Guard Responsibilities
3. Loss Prevention

F. Access Control 2 hours maximum

1. Identification Procedures
2. Inspection of belongings
3. Electronic Use - Manual

G. Trespass 4 hours maximum

1. Open Land
2. Private Property
3. Private Building
4. Public Property

H. Criminal Laws 2 hours maximum

1. Specific to Post Assignment

I. First Aid / CPR 4 hours maximum

1. American Red Cross Courses
2. American Heart Association Courses
3. Automatic Defibrillator Devices (AED's)

J. Handling Difficult People 4 hours maximum

1. Communications
2. Conflict Management
3. Speaking Constructively
4. Valuing Diversity
5. Negotiating

K. Work Place Violence 4 hours maximum

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

L. Chemical Agents 8 hours maximum

1. Tear Gas Use and Effects
2. Pepper Spray Use and Effects
3. Air Borne Chemical Agents
4. Water Borne Chemical Agents

M. Preserving the Incident Scene 4 hours maximum

1. Identifying Evidence
2. Care and Handling of Evidence
3. Securing the Immediate Area
4. Legal Issues to Evidence Tampering and/or Removal

N. Crowd Control 4 hours maximum

1. Controlling Boisterous Celebrations
2. Handling Disputes
3. Confronting Conflicts Constructively
4. Planning for Civil Disobedience / Disturbances

O. Driver Safety 4 hours maximum

1. Cars
2. Bicycles
3. Golf Carts

P. Supervision 4 hours maximum

1. Roles and Responsibilities
2. Legal Liability

Q. Courtroom Demeanor 4 hours maximum

R. Parking / Traffic Control 2 hours maximum

S. Radio Procedures 2 hours maximum

Continuing Education (to be completed as specified below) **8 hours**

Objective: to provide additional or remedial instruction in private security subject matter. The continuing education requirement, of an additional 8 hours annually pursuant to Business and Professions Code Section 7583.6.(f) (1), commences on or after January 5, 2005. The annual training may be provided by an independent training entity or may be

provided by the employer. Employer provided training must be supported by an annual employer evaluation of the licensed guards' skills. The annual training may be a repeat of a previous course(s) if the employer evaluation supports that the employee is deficient in the skills or capabilities, or may be additional course(s) on applicable topics within the private security profession. The elective courses with 4 hour maximum time limitations for the initial Skills Training Course For Security Guards may be expanded in depth to 8 hour courses to meet the annual training hours. 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 the appearance requirements stated in Title 16, California Code of Regulations, Section 643 (b).

6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.7.3 Firearms Training. Contractor shall ensure that all firearms training is in compliance with California Firearms Training Standards prescribed by the California Department of Consumer Affairs and is required for all guards to be assigned to armed posts.

Firearms Qualifications. Armed Security Guards shall be required to qualify/re-qualify with their weapon *twice annually*, once during the first six months of the year and once during the second six months of the year. Qualification slips shall be filed with Contractor and be available for audit by the Office of Public Safety.

6.7.4 Weapon Screening, Magnetometer, and X-ray Machine Training. Contractor shall provide weapon screening, Magnetometer, and X-ray machine training to its guards located at County facilities having such equipment. Training must be provided prior to placing guard at the machine. Contractor shall certify that employee is competent in its use.

6.7.5 Quarterly In-service Training. Contractor shall provide a Quarterly in-service intensive training to all assigned security personnel per Mandatory

Training Block A, "Public Relations (Community & Customer)". Such training shall be designed to ensure that Contractor's security services personnel continuously display courtesy, cultural sensitivity, good manners, and a professional and respectful demeanor which will foster a positive reputation within the County of Los Angeles and help to promote positive relationships between security guard staff and the County and the public which they both serve.

6.7.6 County has the right to audit Contractor's training classes at County's discretion. Contractor shall make available all training records upon request.

6.7.7 Contractor shall be responsible for any parking fees for its employees.

6.7.8 Regulations Regarding Weapons Safety. The Contractor shall observe the following safeguards regarding the use of firearms and batons at any and all County work sites and/or facilities. This includes, but is not limited to, the distribution of the following guidelines to all security guards currently on post, those recruited for assignment to security posts and under the jurisdiction of the Office of Public Safety and included as a part of all initial and refresher training courses:

6.7.8.1 At no time will weapons, i.e., firearms and batons, including Sam/Sally Browne belt and/or ammunition be stored at County facilities where security services are being provided.

6.7.8.2 At no time are the Sam/Sally Browne belt, firearm, baton or ammunition to be removed from the person of the security guard or left unattended at any County site unless under extreme emergency or in a life-threatening situation.

6.7.8.3 Firearms and batons are not to be utilized as a measure of threat or intimidation but in a life-threatening or emergency situation only.

6.7.8.4 Firearms are not to be removed and cleaned at any County facility at any time.

6.7.8.5 Unauthorized weapons, holsters and ammunition are specifically prohibited.

6.8 Contractor's Office

Contractor shall maintain an office, within the County of Los Angeles, with a telephone in the company's name where Contractor conducts business to facilitate County contract monitoring. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.** Contractor may be required to maintain an additional "on-site" office, with space provided by the County, based on the needs of the service location.

6.9 Contractor's Business Continuity Plan

In compliance with County Chief Administrative Office, Emergency Management guidelines, the Office of Public Safety is requiring that all Contractors submit a Business Continuity Plan (BCP) with their proposal for security guard services. Recent events, such as the Northridge Earthquake, September 11th, Hurricane Katrina, and local wildfires and flash floods, make the need for Business Continuity Planning for family, business, and government very clear.

A list of priority programs and services has been created to be used for service restoration in the event of an emergency as part of the County's BCP. The Office of Public Safety is responsible for providing security for many programs and services that are high on the priority list. In order to ensure service provision for priority programs and services, Contractors shall:

1. Prepare a Business Continuity Plan (BCP) (submitted with proposal)
2. Demonstrate alignment between priority programs and services provided (submitted with proposal)
3. Conduct and document regular inter-agency practice drills (conducted at least once a year)
4. Keep BCP updated with complete and accurate information (continuous)

Business Continuity Plan Preparation Details

1. The attached *"BCP Contractor Emergency Plan Form"* has been created to assist Contractors in plan preparation. It is easy-to-use, follows U.S. Department of Homeland Security guidelines for BCP preparation, and meets requirements for the Contractor's Business Continuity Plan required with your proposal. **You must complete and submit the "BCP Contractor Emergency Plan Form" before beginning services and annually thereafter.**
2. The attached "Summary of County BCP Priority Programs and Services" reflects the alignment between the County's Emergency Program Priorities and the security services your company would provide under the contract, if awarded. **You must complete and submit a "Summary of County BCP Priority Programs and Services" before beginning services and annually thereafter.**
3. Practice Drills are mandatory, they shall be: a) site specific b) conducted at least once a year c) coordinated with OPS and other County Emergency Managers d) reported in an "after action" summary with a copy provided to all Emergency Managers.
4. Accuracy of information is the key to an effective emergency response. Information in the *BCP* will be verified through observation and file inspection. Failure to maintain current and/or complete information will be assessed at $100 per occurrence.

   Note: Planning saves lives, protects property, and reduces the risk of financial loss for all those who live, work, and conduct business in Los Angeles County.

Contractors are encouraged to explore all of the information available at the U.S. Department of Homeland Security's website at READY.GOV for guidelines to prepare yourself, your family, and your business in the event of an emergency.

Contractors are also encouraged to contact BICEPP - Business and Industry Council for Emergency Planning and Preparedness, a local, non-profit corporation

created to assist business owners with information exchange and networking opportunities. "By working together, we can efficiently prepare to handle any crisis".

7.0 HOURS/DAY OF WORK

Hours and days vary due to the type of work to be performed. The hours and days are listed on "Minimum Staffing Plan By Service Provision Area" SOW Attachment - A2 Contractors will be required to work on County-recognized holidays. County will provide a list of County-recognized holidays.

8.0 WORK SCHEDULES

8.1 Contractor shall submit for review and approval a work schedule for the facility to the County Project Director within ten (10) days *prior to* starting work. Work schedules shall be set on an annual calendar identifying all required on-going tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.

8.3 **Open Post**. *There shall be no Open Post*, Contractor shall be responsible to provide sufficient staff, ***including relief for breaks and meal periods where necessary***, for all posts according to County's staffing plan, unless County gives a written modification of a change. In addition to assessments, Contractor shall be liable for all directly-related and associated costs, should County or another contractor be required to fill an open post that Contractor is responsible for staffing. County will view any open post as a serious breach of performance. More than three instances of an open post in a location within a thirty (30) day period *or* three consecutive days of an open post shall be subject to significant additional assessments, liquidated damages, and possible forfeiture of post, contract, and debarment. Refer to *SOW Attachment A4 - "Performance Requirements Summary" (PRS).*

8.4 Security guards shall be responsible for reporting absences to Contractor and to his/her County work location supervisor the day before a planned absence or within one (1) hour of employee's reporting time to work for unplanned absences.

8.5 Contractor shall notify the County work location supervisor of the absence and of the backup security guard reporting time. The backup security guard shall report to the worksite immediately. *Contractor shall ensure post coverage at all times,* replacement guard shall report **within two (2) hours or less of the absent security guard's reporting time.**

8.6 In the event that a security guard must leave during the workday, Contractor shall send replacement guard **within two (2) hours or less of the security guard's absence**, with the backup security guard completing the remaining work schedule. The two (2) hour replacement requirement is a baseline; Contractor shall make every effort to have a replacement on site immediately upon notice of a vacant post.

9.0 UNSCHEDULED WORK (OVERTIME)

9.1 The County Project Manager, or designee, must authorize the Contractor to perform additional service hours in excess of the client-approved hours and provide documentation to support the request for service hours.

9.2 Prior to performing any unscheduled service hours, the Contractor shall prepare and submit written documentation to support the request for service hours. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled service hours shall commence without advance written authorization.

9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate of service hours shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.

9.4 All unscheduled service hours shall commence on the date and time specified. Contractor shall proceed diligently to work within the service hours approved.

9.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

9.6 Overtime

Contractor shall comply with the *Labor Code, Sections 1811 through 1815* regarding the payment of overtime for employees providing security guard services under the contract. County shall impose an assessment against Contractor for failure by Contractor to observe this requirement. County shall report Contractor's non-compliance with the Labor Code to the State Labor Commissioner.

9.6.1 Contractor shall monitor and ensure that each of its supervisors and security guards work no more than twenty-four (24) hours per week of overtime on any County assignment. County shall impose an assessment against Contractor for failure to observe this requirement.

9.6.2 Security guards who use their employment with Contractor as a "second job" shall limit their weekly hours to twenty-four (24) hours.

9.6.3 County shall only pay Contractor for overtime hours that are required by County and considered by County to be overtime on a County assignment at a facility under the Contract. The County's Project Manager shall have the authority to approve or deny such overtime.

9.6.4 Contractor shall pay security guards, (other than those with an alternate work schedule), who have worked in excess of eight (8) hours per calendar day at the compensation rate of time and half.

9.6.5 County shall not reimburse Contractor for overtime when a security guard has worked a full shift at another post and is brought in to cover a County assignment, i.e., when guard has called in sick.

10. SPECIFIC WORK REQUIREMENTS

10.1 Specific tasks. Specific tasks and how and when they are to be performed are stated in *SECTION 10 - SPECIFIC WORK REQUIREMENTS, (attached*).

10.2 Desired results. Desired results of the contract are:

- Weapons and contraband are prevented from being brought into Facility.
- County personnel are admitted to Facility only with proper identification.

- Injurious acts to persons and property are mitigated through prevention by uniformed presence and by appropriate intervention when necessary.
- Facility safety and security is monitored 24 hours/day, 7 days/week, 365 days/year, or as required by the specific facility.

10.3 Hours that work is to be performed. Hours that work is to be performed are listed on "Minimum Staffing Plan By Service Provision Area" - Exhibit B -2, (attached).

10.4 Reporting Requirements. Contractor reporting requirements are as follows:

- Invoices. Contractor shall be required to provide timely and accurate invoices as set forth in sub-paragraph 5.5 – Invoices and Payments, of the Contract. All invoices are to be prepared and submitted electronically using "Quick Books", as specified by the Office of Public Safety.
- Quality Control Plan. Contractor shall provide a detailed "Quality Control Plan" as specified in Section 3 – Quality Control, prior to contract start-up and make changes as recommended by County.
- Monthly Inspection Report. A "Monthly Inspection Report" is to be completed by the 5th of each month for the location listed 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 by provided. A complete record of all Monthly Inspections conducted by the Contractor shall be made available upon request by the County, Contractor shall maintain all inspection records and reports for five (5) years following termination of the Contract.
- Recruitment Plan. Contractor shall provide a detailed "Recruitment Plan" prior to contract start-up and make changes as recommended by County.
- Staffing Contingency Plan. Contractor shall develop and provide a "Staffing Contingency Plan" that assures continued and uninterrupted service to County in the event of a strike of Contractor's employees, prior to start of contract.
- Procedural Manual. Contractor shall develop and provide a "Procedural Manual" describing how Contractor shall disseminate changes instructed by County or other requirements to its employees, prior to start of contract.

- Service Hours Tracking Report All service hours will be allocated by client department and approved by the County. Contractor shall report all service hours year-to-date, each fiscal year (July 1 through June 30) to ensure service hours are *not beyond the approved hours*, without written and agreed upon change(s) by the County.
- Background Investigation Clearance Report Contractor shall forward a "Background Investigation Clearance Report" monthly. Report shall include employee name, location of post, employee SSN, and date background cleared by County. This report shall be submitted to County Contract Manager at the address provided by County.
- Complaint Procedures. Contractor shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints. Within 15 business days after Contract effective date, the Contractor shall provide the County with the Contractor's Policy for review as set forth in sub-paragraph 8.5 – Complaints, of the Contract.
- Complaint Log. Contractor shall maintain a log of all complaints received from the public or County personnel. Complaints received relating to employee appearance, attitude, and work performance shall be recorded and *immediate notification made to County Supervisor.* The log shall contain the date of receipt of the complaint, 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 Supervisor upon request.
- Firearms List for Armed Guards. Contractor shall provide a "Firearms List" to the Chief, Office of Public Safety, with the make and serial number of each guard's revolver or pistol. The list will be provided prior to a guard being assigned to a County facility. Contractor is responsible for providing updated "Firearms List" as changes occur.
- Firearms Qualification slips for Armed Guards. Firearms Qualification Slips shall be filed with Contractor and be available for audit by the Office of Public Safety.

- Training Program Plan. Contractor shall present to County, prior to contract start date, a detailed plan of how training for supervisors and guards shall be accomplished. This training program must meet with the approval of the Chief, Office of Public Safety.
- Training Report of Training Conducted/Training Needed. Contractor is responsible to ensure that every Contractor's guard and supervisor successfully pass the Power to Arrest and Mandatory Training Sections with a score of 100% and each Elective Training Section with a minimum score of seventy-five percent (75%) to be eligible to be assigned to a County Facility. Contractor shall provide to County, prior to contract start date, a Training Report of Training Conducted/Training Needed that shall include 1) Employee Name 2) Title of Training 3) Date Completed 4) Number of hours 5) Copy of the Certificate of Completion, and 6) Future training needed and when.
- In-Service Training Report. Contractor shall provide a monthly report of all in-service training to the County's Contract Monitor at the completion of each training session by the 5th of the following month in which training has been completed.
- Employee Training File. Contractor shall be responsible for maintaining a Training File for each employee assigned to a County facility. The Training File shall contain copies of all required certifications and permits, training records and training completion dates, and a biography of each employee. The Training File shall be kept by Contractor, updated with current information on a on-going basis, and made available for inspection upon request by the County. On-site storage and retrieval of Employee Training Files may be required, based on the needs of the facility where services are to be performed. The following items shall be included:

1. Copy of Annual Performance Evaluation.
2. Copy of current Cardiopulmonary Resuscitation Certificate (CPR) Card
3. Copy of current First Aid Certificate sponsored or approved by the American Red Cross or American Heart Association.
4. Copy of current State of California Guard Registration Card.
5. Copy of current Side Handle Baton Permit.

6. Copy of current Firearm Permit.
7. Copy of current State of California Firearms Qualification Card (armed guards only).
8. Copy of Valid California Identification Card and/or Driver's License. (Driver's License only if required by position)
9. Copy of Radio Communication Certification.
10. Record of PRO-ACT (or alternate) training (for those who assist in restraint applications)
11. Record of all JCAHO-required training.
12. Record of all Bureau of Security and Investigative Services-approved training as specified in this Statement of Work.

- Notification of Infectious Potential. (a) Contractor agrees to immediately notify the County of any guard evidencing signs or symptoms indicating the presence of an infectious disease. Any security guard determined to have infectious potential shall be removed from his/her post until it has been determined that the individual is no longer infectious. (b) The County may provide, without incurring liability, referrals to Contractor and its security guards with respect to health examinations, vaccinations, or other medical treatment which may be necessitated as a result of the notification provided in (a) above. (c) Contractor shall, utilizing available public information, make its employees aware of recommended vaccinations for preventable diseases that can be prevented by vaccination.
- Employee Medical Records. Contractor shall be required to maintain employee medical records as set forth in sub-paragraph 9.2 – Contractor's Obligations As A "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA), of the Contract. To the extent expressly authorized by law, security guard 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 Employee Medical Records may be required, based on the needs of the facility where services are to be performed.
- Loss, Theft or Misuse of Equipment. Contractor must report any loss, theft,

or misuse of any equipment by Contractor employees immediately to the Office of Public Safety.

- Illness and Injury Prevention Program. Contractor shall, upon award of contract, provide the County's Contract Monitor with a copy of company's CAL/OSHA compliant *Illness and Injury Prevention Program* (IIPP).

11.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, *SOW Attachment A4*, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart:

- References section of the contract or SOW
- Lists required services
- Indicates method of monitoring
- Indicates the deductions/fees to be assessed for each service that is not satisfactory

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

OFFICE OF PUBLIC SAFETY
HEALTH SERVICES BUREAU
Armed and Unarmed Security Guard Services
In All Service Provision Areas

GUARDS are to perform the tasks as listed; they shall:

1. Be familiar with the location of and duties contained in POST ORDERS issued by the Office of Public Safety for the site where assigned. Follow POST ORDERS for assignment.
2. Sign in and out each day, on the County's Sign - In sheet.
3. Report to work on time and hold over on specified posts until relieved as required.
4. Maintain good personal and uniform appearance; be courteous to the public and County personnel at all times.
5. Cover an assignment at a fixed post or patrol an area or facility for the purpose of detecting and preventing individuals or groups from committing acts that are injurious to others or to property.
6. Operate County vehicle/equipment when assigned, to meet the needs of the County. (A valid California Driver's License "Class C" is required for guards operating vehicles)
7. Raise and lower flags at designated hours.
8. Lock/unlock gates and doors at designated times.
9. Turn off/on lights at close/start of business.
10. Immediately intervene to terminate injurious acts and/or crimes against persons.
11. Conduct searches of individuals for weapons or contraband and detain individuals for further investigation or arrest where circumstances and conditions warrant such action. Any contraband confiscated shall be released to the local police agency. If the security coverage at facility is shared between the County Police (OPS) and Contractor's guard, the County Police (OPS) shall take the lead in handling such incidents.
12. Provide facility patrol as necessary.

13. Communicate effectively in English with the public and with County personnel, both verbally and in writing. Clear communication is necessary to direct visitors to the appropriate personnel or services within the facility, prevent or intervene in crimes against persons or property, and account for guard security activities.
14. Monitor alarm systems and electronic surveillance equipment.
15. Visually screen contents of packages/parcels being carried in and out of a facility, prepare a written record of contents if required, and ensure that transmittal forms accompanying materials being removed from the facility contain all necessary documentation and authorized signatures to secure against theft.
16. Operate weapon-screening equipment, including x-ray machine and fixed screen-operated and hand-held magnetometers at all checkpoints where implemented.
17. Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas, detaining unidentified or unauthorized individuals for County Police.
18. Ensure County employees are displaying proper identification while on County property.
19. Immediately relay reports of bomb threats to County Police and participate in bomb searches organized by law enforcement agency personnel and/or facility administrator.
20. Report safety hazards, malfunctioning equipment, liquid spills, and other such matters to appropriate maintenance personnel and County Police.
21. Detain persons suspected of damaging property or injuring others.
22. Detain suspects pending transfer to custody of any local law enforcement agency, and notify County Police.

23. Maintain order and use good judgment and discretion in handling unruly or trespassing public.
24. Act as escort and assist other guards as required.
25. Report all incidents of an emergent nature involving potential damage or injury via radio or by calling the Watch Commander **immediately.**
26. Follow all radio reports immediately with written reports. (If the incident is of a non-emergent nature, the written reports may be submitted to the Watch Commander by the end of the guard's shift).
27. Be awake at all times during post coverage. Assessments will be made for reports of negligence of duty.

Guards are to be knowledgeable of:

28. Security procedures, alarm systems, electronic devices, on each assigned post.
29. The operation of assigned radios, including all appropriate codes.
30. Local jurisdiction and whom to call when incidents occur.
31. And adhere to Office of Public Safety Regulations Regarding Weapon Safety, as outlined in the "Statement of Work" (Part B – Exhibit A) Section 10 – Specific Work Requirements.

Non-posted Guard (Rover/Relief) shall:

32. Be familiar with the location of and duties contained in POST ORDERS issued by the Office of Public Safety for the site where assigned. Follow POST ORDERS for assignment.
33. Perform tasks as listed and be knowledgeable of procedures and operations as listed above.
34. Relieve posts for meals/break periods as required.

35. Respond to scene of locally-activated fire and door alarms; evaluate situation encountered, take prescribed action, and notify County Police.

WATCH SUPERVISOR shall perform the following tasks:

1. Be familiar with the location of and duties contained in POST ORDERS issued by the Office of Public Safety for the site where assigned. Follow POST ORDERS for assignment.
2. Daily or Weekly (depending on location), conduct Roll Call Briefings, which shall include:
   - Inspect all security personnel to ensure proper uniform, sobriety and clear comprehension of Post Orders and emergency procedures.
   - Conduct 10–15 minute Briefings of previous shift(s) activity at each post.
   - Conduct In-Service training, as necessary.
   - Issue radios, radio holders and keys (as appropriate) to all security guards.
   - Provide briefings to on-duty County Police supervisory personnel regarding any unusual incidents and/or deviations from approved staffing pattern.
   - Ensure rain gear is provided to all security guards posted outside in inclement weather.
3. Maintain Sign-In Sheets, including:
   - Ensure Security Guard name is typed or neatly printed on daily timesheet.
   - Obtain County Police Watch Commander's signature on all daily timesheets.
   - Verify and obtain all security guards' signature on shift and ensuring all times are properly accounted for and all signatures are legible according to appropriate invoicing procedures.

4. Check all scanners on shifts to ensure proper operability. Investigate problems with scanners, fix when able, or report to County Police Watch Commander when unable to fix scanners.
   - Ensure that a memo is prepared for any incident/problem with scanners.
5. Orient, train, and document orientation and training for all newly-assigned security guards to the facility.
6. Provide refresher and/or remedial training to security personnel, as needed.
7. Provide back-up relief for meals/break periods as required.
8. Act as a back-up for the Post Commander *in an emergency*.

POST COMMANDER shall perform the following tasks:

1. Be familiar with the location of and duties contained in POST ORDERS issued by the Office of Public Safety for the site where assigned. Follow POST ORDERS for assignment and ensure all assigned personnel follow their POST ORDERS.

CONTRACT - STATEMENT OF WORK

ATTACHMENT A1 - ADDRESS

OFFICE OF PUBLIC SAFETY - HEALTH SERVICES BUREAU

ARMED AND UNARMED SECURITY GUARD SERVICES

ALL SERVICE PROVISION AREAS

The Department of Health Services (DHS) operates forty-three health facilities within eight (8) Service Provision Areas in Los Angeles County. These County health facilities offer a wide range of personal health services to the public who reside in all areas of the County.

	SERVICE PROVISION AREA ONE			
1	**High Desert Health Systems**	44900 N. 60th Street West	Lancaster, CA	93536
2	**High Desert Urgent Care**	44900 N. 60th Street West	Lancaster, CA	93536
3	**Acton Rehabilitation Center**	30501 Arrastre Canyon Rd.	Acton, CA	93510
4	**Antelope Valley Health Center**	335-B E, Avenue K-6	Lancaster, CA	93526
5	**Glenchur Clinic**	45120 E . 60th Street West	Lancaster, CA	93536
6	**Lake LA Care Center**	6921 E. Avenue O-Space G	Lake L.A., CA	93535
7	**Little Rock Care Center**	8201 Pearblossom Highway	Little Rock, CA	93543
8	**Palmdale Primary Care Center**	1529 E. Palmdale Blvd	Lancaster, CA	93550
9	**Warm Springs Rehab Center**	38200 Lake Hughes Road	Castaic, CA	91310
	SERVICE PROVISION AREA TWO			
1	**Olive View-UCLA Medical Ctr**	14445 Olive View Drive	Sylmar, CA	91342
2	**DHS-Mid Valley CHC**	7515 Van Nuys Blvd.	Van Nuys, CA	91405
3	**North Hollywood Health Center**	5300 Tujunga Ave.	N. Hollywood, CA	91601
4	**San Fernando Health Center**	1212 Pico Blvd.	San Fernando, CA	91340
5	**Glendale Health Center**	501 N. Glendale Ave	Glendale, CA	91206
6	**Pacoima Health Center**	13300 Van Nuys Blvd.	Pacoima, CA	91331
7	**Ingleside Hospital**	7500 East Hellman Ave.	Rosemead, CA	91770
	SERVICE PROVISION AREA THREE			
1	**El Monte Comprehensive Health**	10953 Ramona Boulevard	Long Beach, CA	90813
2	**Telstar Health Center**	9320 Telstar	El Monte, CA	91731
3	**La Puente Health Center**	15930 Central Ave.	La Puente, CA	91744
4	**Monrovia Health Center**	330 W. Maple Ave	Monrovia, CA	91016
5	**Pomona Health Center**	750 Park Ave	Pomona, CA	91766
	SERVICE PROVISION AREA FOUR			
1	**LAC-USC Medical Center**	1200 North State Street	Los Angeles, CA	90033
2	**DHS-Administrative Headquarters**	313 N. Figueroa Street	Los Angeles, CA	90012
3	**DHS-Central HC**	241 N. Figueroa Street	Los Angeles, CA	90012
4	**DHS-Edward R. Roybal CHC**	245 S. Fetterly Ave.	Los Angeles, CA	90022
5	**Hollywood-Wilshire Health Ctr**	5205 Mel Rose Ave	Los Angeles, CA	90038
	SERVICE PROVISION AREA FIVE			
1	**Ruth Temple Health Center**	3834 South Western Ave.	Los Angeles, CA	90062

CONTRACT - STATEMENT OF WORK

ATTACHMENT A1 - ADDRESS

OFFICE OF PUBLIC SAFETY - HEALTH SERVICES BUREAU

ARMED AND UNARMED SECURITY GUARD SERVICES

ALL SERVICE PROVISION AREAS

The Department of Health Services (DHS) operates forty-three health facilities within eight (8) Service Provision Areas in Los Angeles County. These County health facilities offer a wide range of personal health services to the public who reside in all areas of the County.

SERVICE PROVISION AREA SIX				
1	**MLK/Drew Medical Center**	1201 Wilmington Avenue	Los Angeles, CA	90059
2	**Dollarhide Healh Center**	1108 N. Oleander	Compton, CA	90220
3	**H. Claude Hudson CHC**	2829 South Grand Ave.	Los Angeles, CA	90007
4	**Hubert H. Humphrey CHC**	5850 South Main St.	Los Angeles, CA	90003
5	**Ferguson Building**	5555 Ferguson Drive	Commerce, CA	90022

SERVICE PROVISION AREA SEVEN				
1	**Rancho Los Amigos Medical Ctr.**	7601 E. Imperial Hwy.	Downey, CA	90242
2	**Bellflower Health Center**	10005 E. Flower St.	Bellflower, CA	90706
3	**Whittier Health Center**	7643 S. Painter Ave.	Whittier, CA	90602

SERVICE PROVISION AREA EIGHT				
1	**Harbor - UCLA Medical Center**	1000 West Carson Street	Torrance, CA	90502
2	**Harbor Bay Clinic (Lomita)**	1403 W. Lomita Blvd.	Harbor City, CA	90710
3	**DHS/PH-Long Beach CHC**	1333 Chestnut Avenue	Long Beach, CA	90813
4	**Curtis R. Tucker Health Center**	123 W. Manchester Blvd.	Inglewood, CA	90301
5	**Harbor Health Center**	122 W. 8th St.	San Pedro, CA	90731
6	**South Health Center**	1522 E. 102nd Street	Los Angeles, CA	90602
7	**Torrance Health Center**	711 Del Amo Blvd.	Torrance, CA	90501
8	**Wilmington Health Center**	1325 Broad Ave	Wilmington, CA	90744

CONTRACT SOW ATTACHMENT A2 - MINIMUM STAFFING PLAN

SERVICE PROVISION AREA SIX	Office of Public Safety - Health Services Bureau Armed and Unarmed Security Guard Services	PAGE ONE OF TWO

NO	FACILITY LOCATION	No.	POSITION	NO	OTHER POSITION	DAILY COVERAGE	HRS PER WEEK	OT HOURS	STR HRS MONTH	OT HRS MONTH
1	**MLK/Drew Medical Center**			1	Post Cmdr.	7:00 a.m. - 3:30 p.m. / Mon - Fr	40		160	0
	1201 Wilmington Avenue			1	Watch Cmdr.	7:30 a.m. - 4:00 p.m. / Tue-Sat	40		160	0
	Los Angeles, CA 90059			3	Supvr/Relief	11:30 p.m. - 8:00 a.m. / 7 days	168		672	0
				3	Supvr/Relief	7:30 a.m. - 4:00 p.m. / 7 days	168		672	0
				3	Supvr/Relief	3:30 p.m. - 12:00 midnight. / 7 d	168		672	0
	I and R Bldg Post #12	1	Unarmed			4:30 p.m. - 1:00 a.m. / 7 days	56		224	0
		1	Unarmed			12:30 midnight. - 9:00 a.m. / Th	32		128	0
	Main Lobby Elev. B	1	Unarmed			5:30 a.m. - 2:00 p.m. / 7 days	56		224	0
		1	Unarmed			1:30 p.m. - 12:00 midnight. / 7 d	56	14	224	56
	Emergency Rm #8	1	Unarmed			7:30 a.m. - 4:00 p.m. / 7 days	56		224	0
		1	Unarmed			3:30 p.m. - 12:00 midnight. / 7	56		224	0
		1	Unarmed			11:30 p.m. - 8:00 a.m. / 7 days	56		224	0
	Peds Metal Det Post #3	2	Unarmed			11:30 p.m. - 8:00 a.m. / 7 days	112		448	0
		2	Unarmed			7:30 a.m. - 4:00 p.m. / 7 days	112		448	0
		2	Unarmed			3:30 p.m. - 12:00 midnight. / 7 d	112		448	0
	Mn Loby "A" Post #1	2	Unarmed			4:30 a.m. 1:00 p.m. / 7 days	112		448	0
		2	Unarmed			12:30 p.m. - 9:00 p.m. / 7 days	112		448	0
	5th Floor NICU	1	Unarmed			11:30 p.m. - 8:00 a.m. / 7 days	56		224	0
		1	Unarmed			7:30 a.m. - 4:00 p.m. / 7 days	56		224	0
		1	Unarmed			3:30 p.m. - 12:00 midnight. / 7 d	56		224	0
	Hawkins 1st Fl Pst #9	1	Unarmed			6:30 a.m. - 3:00 p.m. / Mon - Fri	40		160	0
		1	Unarmed			4:30 p.m. - 9:00 p.m. / Mon - Fri	22.5		90	0
		1	Unarmed			5:00 p.m. - 9:00 p.m. / Sat & Su	8		32	0
	AFH Loading Pst #11	1	Armed			8:00 a.m. - 5:00 p.m. / Mon - Fri	40		160	0
	Hawkins 2nd Fl Pst#10	1	Unarmed			11:30 p.m. - 8:00 a.m. / 7 days	56		224	0
		1	Unarmed			7:30 a.m. - 4:00 p.m. / 7 days	56		224	0
		1	Unarmed			3:30 p.m. - 12:00 midnight. / 7 d	56		224	0
	E.R. II Post # 7	1	Unarmed			11:30 p.m. - 8:00 a.m. / 7 days	56		224	0
		1	Unarmed			7:30 a.m. - 4:00 p.m. / 7 days	56		224	0
		1	Unarmed			3:30 p.m. - 12:00 a.m. / 7 days	56		224	0
	Pharmacy Warehouse	1	Unarmed			5:30 am - 2:00 p.m. / 7 days	56		224	0
		1	Unarmed			1:30 p.m. - 10:00 p.m. / 7 days	56		224	0
		1	Unarmed			9:30 p.m. - 6:00 a.m. / 7 days	56		224	0
	Admin. Entrance	1	Unarmed			11:30 p.m. - 8:00 a.m. / 7 days	56		224	0
		1	Unarmed			7:30 a.m. - 4:00 p.m. / 7 days	56		224	0
		1	Unarmed			3:30 p.m. - 12:00 a.m. / 7 days	56		224	0
	Dietary	1	Unarmed			11:30 p.m. - 8:00 a.m. / 7 days	56		224	0
		1	Unarmed			7:30 a.m. - 4:00 p.m. / 7 days	56		224	0
		1	Unarmed			3:30 p.m. - 12:00 a.m. / 7 days	56		224	0
	TOTAL	**39**	**Unarmed**	**11**	**OTHER**		**2630.5**	**14**	**10,522**	**56**

CONTRACT SOW ATTACHMENT A2 - MINIMUM STAFFING PLAN

SERVICE PROVISION AREA SIX	Office of Public Safety - Health Services Bureau Armed and Unarmed Security Guard Services	PAGE TWO OF TWO

NO	FACILITY LOCATION	NO	ARMED OR UNARMED	NO	OTHER POSITION	DAILY COVERAGE	HRS PER WEEK	OT HOURS	STRAIGHT HOURS MONTH	OT HOURS MONTH
2	**Dollarhide Healh Center**									
	1108 N. Oleander	1	Unarmed			8:00 a.m. - 4:30 p.m. / Mon - Fri	40	0	160	0
	Compton, CA 90220	1	Unarmed			8:30 a.m. - 5:00 p.m. / Mon - Fri	40	0	160	0
	TOTAL	**2**	**Unarmed**				**80**	**0**	**320**	**0**
3	**H. Claude Hudson CHC**	5	Unarmed			6:30 a.m. - 3:00 p.m. / 7 days	280	0	1120	0
	2829 South Grand Ave.	4	Unarmed			2:30 p.m. - 11:00 p.m. / 7 days	224	0	896	0
	Los Angeles, CA 90007	3	Unarmed			10:30 p.m. - 7:00 a.m. / 7 days	168	0	672	0
	TOTAL	**12**	**Unarmed**				**672**	**0**	**2688**	**0**
4	**Hubert H. Humphrey CHC**	5	Unarmed			6:30 a.m. - 3:00 p.m. / 7 days	280	0	1120	0
	5850 South Main St.	4	Unarmed			2:30 p.m. - 11:00 p.m. / 7 days	224	0	896	0
	Los Angeles, CA 90003	3	Unarmed			10:30 p.m. - 7:00 a.m. / 7 days	168	0	672	0
	TOTAL	**12**	**Unarmed**				**672**	**0**	**2688**	**0**
5	**Ferguson Building**	1	Unarmed			7:00 a.m. - 3:00 p.m. / 7 days	56	0	224	0
	5555 Ferguson Drive	1	Unarmed			3:00 p.m. - 11:00 p.m. / 7 days	56	0	224	0
	City of Commerce, CA 90022	1	Unarmed			8:30 a.m. - 4:30 p.m. / Mon - Fri	40	0	160	0
		1	Unarmed			11:00 p.m. - 7:00 a.m. / 7 days	56	0	224	0
	TOTAL	**4**	**Unarmed**				**208**	**0**	**832**	**0**
	GRAND TOTAL SPA SIX: HEALTH SERVICES BUREAU 5 LOCATIONS	**69**	**UNARMED GUARDS**	**11**	**1 PST CMDR, 1 W. SPVR, 9 SPVR/RLF**	**REGULAR AND OVERTIME WEEKLY SERVICE HOURS**	**4262.5**	**14**	**17050**	**56**

CONTRACT # _____

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:_____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:_____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS:_____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

CONTRACT # _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Paragraph 1 - Scope of Work	Contractor shall ensure that guards present a professional and courteous demeanor	Inspection & Observation	$100 per occurrence
SOW: Sub-paragraph 2.2 - Request for added service	Contractor will provide written confirmation of any added Post coverage within 3 days	Inspection of files	$50 per occurrence
SOW: Sub-paragraph 4.1 - Monthly Meetings	Contractor's representative to attend monthly meetings.	Attendance	$100 per occurrence
SOW: Sub-paragraph 4.2 - Contract Discrepancy Report (CDR)	Contractor will provide written response and plan for correction within five (5) workdays of receipt of CDR.	Inspection & Observation	$50 per occurrence
SOW: Sub-paragraph 6.2.3.3 - Anniversary date notification	Contractor shall notify the County sixty (60) days prior to guard anniversary date for County to schedule any needed training.	Inspection & Observation	$50 per occurrence
SOW: Sub-paragraph 6.3.1 - Project Manager	Contractor shall ensure access to Project Manager twenty-four (24) hours/day, seven (7) days/week.	Inspection & Observation	$100 per occurrence
SOW: Sub-paragraph 6.4.1 - Minimum staffing for backup	Contractor shall maintain a minimum of 10% of total contract guard requirement as backup.	Inspection & Observation	$100 per occurrence; possible termination for default of contract
SOW: Sub-paragraph 6.4.2 - Background and Security Investigation and Interview Contract: Sub-paragraph 7.4 Background and Security Investigations	Contractor shall have all employees complete a Background and Security Investigation and Interview prior to assignment.	Inspection & Observation	$100 per occurrence; possible termination for default of contract
SOW: Sub-paragraph 6.4.4 - Bilingual Staffing Plan	Contractor shall establish a bilingual staffing plan to meet the needs of each shift.	Inspection & Observation	$100 per occurrence

CONTRACT # _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Sub-paragraph 6.4.7 - Requirements prior to assignment of personnel	Contractor shall ensure that all requirements are met prior to assignment of personnel.	Inspection of files	$100 per occurrence
SOW: Paragraph 6.5 - Uniforms/Identification Badges	Contractor shall ensure that all on-duty guards wear complete County-approved uniforms.	Inspection & Observation	$100 per occurrence
SOW: Paragraph 6.6 - Materials and Equipment	Contractor shall ensure that all guards are properly equipped according to the specifications of paragraph 6.6	Inspection & Observation	$100 per occurrence
SOW: Paragraph 6.7 - Training	Contractor shall ensure that all guards are properly trained as specified.	Inspection of files & Observation	$100 per occurrence
SOW: Sub-paragraph 8.3 - Open Post	Contractor shall ensure that there is no open post	Inspection & Observation	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 post, per day upon more than three instances of an open post in any location within a thirty (30) day period or three consecutive days of an open post; possible termination for default of contract for continued failure to perform; and debarment for up to five (5) years.
SOW: Sub-paragraph 9.1 - Prior authorization of overtime	Contractor shall ensure all additional service hours are approved in advance	Inspection of files	$100 per occurrence
SOW: Paragraph 9.6 - Overtime	Contractor shall comply with all Labor Codes and County rules regarding overtime.	Inspection of files	$500 per occurrence
SOW: Sub-paragraph 10.4 - Reporting Requirements	Contractor shall ensure that all reporting requirements are met and that personnel training files are kept current.	Inspection of files	$100 per occurrence

CONTRACT # _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Sub-paragraph 7.1 - Contractor's Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Inspection & Observation	$50 per occurrence
Contract: Sub-paragraph 7.2 - Contractor's Staff Identification	Contractor shall provide all staff with a photo identification badge.	Inspection & Observation	$100 per occurrence
Contract: Sub-paragraph 8.5 - Complaints	The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.	Inspection & Observation	$100 per occurrence
Contract: Sub-paragraph 8.23- General Insurance Requirements	Contractor shall provide and maintain all insurance programs as specified.	Inspection & Observation	$500 per occurrence; possible termination for default of contract
Contract: Sub-paragraph 8.37- Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.37	Inspection of files	$50 per occurrence
Contract: Sub-paragraph 8.39 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	$100 per occurrence; possible termination for default of contract
Contract: Sub-paragraph 9.1 - Compliance with the County's Living Wage Program	Contractor shall pay its employees no less than the applicable hourly living wage rate.	Inspection of files	Withholding of aggregate difference between the living wage amounts and amount actually paid to employees for the period until underpayment has been cured; liquidated damages of $50 p*er employee per day for each and every instance of an underpayment to employee* ; possible termination for default of contract for continued failure to perform; and debarment for a period of time consistent with the seriousness of the breach.

CONTRACT # _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Sub-paragraph 9.1.3 - Contractor's Submittal of Certified Monitoring Reports	Contractor shall submit complete and timely certified monitoring reports at a frequency instructed by the County.	Inspection of files	Withholding of up to full amount of any invoice otherwise due; liquidated damages of $100 *per day until report provided* to County; possible termination for default of contract for continued failure to perform; and debarment for a period of time consistent with the seriousness of the breach.
Contract: Sub-paragraph 9.2 - Contractor's Obligations as a "Business Associate" under Health Insurance Portability & Accountability Act of 1996 (HIPAA)	Contractor shall comply with regulations regarding confidentiality of health records.	Inspection of files	$100 per occurrence.

PRICING SCHEDULE

EXHIBIT B

CONTRACT

EXHIBIT B - PRICING SCHEDULE

OFFICE OF PUBLIC SAFETY - HEALTH SERVICES BUREAU

ARMED AND UNARMED SECURITY GUARD SERVICES

SERVICE PROVISION AREA SIX

1) MLK/Harbor Medical Center, 2) Dollarhide Healh Center, 3) H. Claude Hudson CHC, 4) Hubert H. Humphrey CHC, 5) Ferguson Building

Part 1 **ENTER PRICING BELOW:**

1st Year	**$3,672,205**	2nd Year	**$3,745,649**	3rd Year	**$3,820,562**	Initial 3 Years:	**$11,238,416**
		1st ext.	**$3,896,973**	2nd ext.	**$3,974,913**		

Total Bid Price: **$19,110,302** (this bid price shall be the total for all of the above)

Part 2 **VENDOR INFORMATION (Please print or type)**

Name: Securitas Security Services USA, Inc. Telephone: (213) 580-8826

Address: 3325 Wilshire Blvd., Suite 1100, Los Angeles, CA 90010-3601

Bidder's Authorized Agent: Carol Mitchell Signature: _____

Signature above signifies acceptance of all terms and conditions in the Agreement. Unless otherwise stated, price quotations are subject to acceptance at any time within three hundred sixty-five (365) calendar days of submission.

Retailer's permit # _____ Date: _____

Certification of Registration #: _____

CONTRACTOR'S PROPOSED SCHEDULE

EXHIBIT C

CONTRACT EXHIBIT C - CONTRACTOR'S PROPOSED SCHEDULE

SERVICE PROVISION AREA SIX	Office of Public Safety - Health Services Bureau Armed and Unarmed Security Guard Services	PAGE ONE OF TWO

NO	FACILITY LOCATION	No.	POSITION	NO	OTHER POSITION	DAILY COVERAGE	HRS PER WEEK	OT HOURS	STR HRS MONTH	OT HRS MONTH
1	**MLK/Drew Medical Center**			1	Post Cmdr.	7:00 a.m. - 3:30 p.m. / Mon - Fr	40		160	0
	1201 Wilmington Avenue			1	Watch Cmdr.	7:30 a.m. - 4:00 p.m. / Tue-Sat	40		160	0
	Los Angeles, CA 90059			3	Supvr/Relief	11:30 p.m. - 8:00 a.m. / 7 days	168		672	0
				3	Supvr/Relief	7:30 a.m. - 4:00 p.m. / 7 days	168		672	0
				3	Supvr/Relief	3:30 p.m. - 12:00 midnight. / 7 d	168		672	0
	I and R Bldg Post #12	1	Unarmed			4:30 p.m. - 1:00 a.m. / 7 days	56		224	0
		1	Unarmed			12:30 midnight. - 9:00 a.m. / Th	32		128	0
	Main Lobby Elev. B	1	Unarmed			5:30 a.m. - 2:00 p.m. / 7 days	56		224	0
		1	Unarmed			1:30 p.m. - 12:00 midnight. / 7 d	56	14	224	56
	Emergency Rm #8	1	Unarmed			7:30 a.m. - 4:00 p.m. / 7 days	56		224	0
		1	Unarmed			3:30 p.m. - 12:00 midnight. / 7	56		224	0
		1	Unarmed			11:30 p.m. - 8:00 a.m. / 7 days	56		224	0
	Peds Metal Det Post #3	2	Unarmed			11:30 p.m. - 8:00 a.m. / 7 days	112		448	0
		2	Unarmed			7:30 a.m. - 4:00 p.m. / 7 days	112		448	0
		2	Unarmed			3:30 p.m. - 12:00 midnight. / 7 d	112		448	0
	Mn Loby "A" Post #1	2	Unarmed			4:30 a.m. 1:00 p.m. / 7 days	112		448	0
		2	Unarmed			12:30 p.m. - 9:00 p.m. / 7 days	112		448	0
	5th Floor NICU	1	Unarmed			11:30 p.m. - 8:00 a.m. / 7 days	56		224	0
		1	Unarmed			7:30 a.m. - 4:00 p.m. / 7 days	56		224	0
		1	Unarmed			3:30 p.m. - 12:00 midnight. / 7 d	56		224	0
	Hawkins 1st Fl Pst #9	1	Unarmed			6:30 a.m. - 3:00 p.m. / Mon - Fri	40		160	0
		1	Unarmed			4:30 p.m. - 9:00 p.m. / Mon - Fri	22.5		90	0
		1	Unarmed			5:00 p.m. - 9:00 p.m. / Sat & Su	8		32	0
	AFH Loading Pst #11	1	Armed			8:00 a.m. - 5:00 p.m. / Mon - Fri	40		160	0
	Hawkins 2nd Fl Pst#10	1	Unarmed			11:30 p.m. - 8:00 a.m. / 7 days	56		224	0
		1	Unarmed			7:30 a.m. - 4:00 p.m. / 7 days	56		224	0
		1	Unarmed			3:30 p.m. - 12:00 midnight. / 7 d	56		224	0
	E.R. II Post # 7	1	Unarmed			11:30 p.m. - 8:00 a.m. / 7 days	56		224	0
		1	Unarmed			7:30 a.m. - 4:00 p.m. / 7 days	56		224	0
		1	Unarmed			3:30 p.m. - 12:00 a.m. / 7 days	56		224	0
	Pharmacy Warehouse	1	Unarmed			5:30 am - 2:00 p.m. / 7 days	56		224	0
		1	Unarmed			1:30 p.m. - 10:00 p.m. / 7 days	56		224	0
		1	Unarmed			9:30 p.m. - 6:00 a.m. / 7 days	56		224	0
	Admin. Entrance	1	Unarmed			11:30 p.m. - 8:00 a.m. / 7 days	56		224	0
		1	Unarmed			7:30 a.m. - 4:00 p.m. / 7 days	56		224	0
		1	Unarmed			3:30 p.m. - 12:00 a.m. / 7 days	56		224	0
	Dietary	1	Unarmed			11:30 p.m. - 8:00 a.m. / 7 days	56		224	0
		1	Unarmed			7:30 a.m. - 4:00 p.m. / 7 days	56		224	0
		1	Unarmed			3:30 p.m. - 12:00 a.m. / 7 days	56		224	0
	TOTAL	**39**	**Unarmed**	**11**	**OTHER**		**2630.5**	**14**	**10,522**	**56**

CONTRACT EXHIBIT C - CONTRACTOR'S PROPOSED SCHEDULE

SERVICE PROVISION AREA SIX	Office of Public Safety - Health Services Bureau Armed and Unarmed Security Guard Services	PAGE TWO OF TWO

NO	FACILITY LOCATION	NO	ARMED OR UNARMED	NO	OTHER POSITION	DAILY COVERAGE	HRS PER WEEK	OT HOURS	STRAIGHT HOURS MONTH	OT HOURS MONTH
2	**Dollarhide Healh Center**									
	1108 N. Oleander	1	Unarmed			8:00 a.m. - 4:30 p.m. / Mon - Fri	40	0	160	0
	Compton, CA 90220	1	Unarmed			8:30 a.m. - 5:00 p.m. / Mon - Fri	40	0	160	0
	TOTAL	**2**	**Unarmed**				**80**	**0**	**320**	**0**
3	**H. Claude Hudson CHC**	5	Unarmed			6:30 a.m. - 3:00 p.m. / 7 days	280	0	1120	0
	2829 South Grand Ave.	4	Unarmed			2:30 p.m. - 11:00 p.m. / 7 days	224	0	896	0
	Los Angeles, CA 90007	3	Unarmed			10:30 p.m. - 7:00 a.m. / 7 days	168	0	672	0
	TOTAL	**12**	**Unarmed**				**672**	**0**	**2688**	**0**
4	**Hubert H. Humphrey CHC**	5	Unarmed			6:30 a.m. - 3:00 p.m. / 7 days	280	0	1120	0
	5850 South Main St.	4	Unarmed			2:30 p.m. - 11:00 p.m. / 7 days	224	0	896	0
	Los Angeles, CA 90003	3	Unarmed			10:30 p.m. - 7:00 a.m. / 7 days	168	0	672	0
	TOTAL	**12**	**Unarmed**				**672**	**0**	**2688**	**0**
5	**Ferguson Building**	1	Unarmed			7:00 a.m. - 3:00 p.m. / 7 days	56	0	224	0
	5555 Ferguson Drive	1	Unarmed			3:00 p.m. - 11:00 p.m. / 7 days	56	0	224	0
	City of Commerce, CA 90022	1	Unarmed			8:30 a.m. - 4:30 p.m. / Mon - Fri	40	0	160	0
		1	Unarmed			11:00 p.m. - 7:00 a.m. / 7 days	56	0	224	0
	TOTAL	**4**	**Unarmed**				**208**	**0**	**832**	**0**
	GRAND TOTAL SPA SIX: HEALTH SERVICES BUREAU 5 LOCATIONS	**69**	**UNARMED GUARDS**	**11**	**1 PST CMDR, 1 W. SPVR, 9 SPVR/RLF**	**REGULAR AND OVERTIME WEEKLY SERVICE HOURS**	**4262.5**	**14**	**17050**	**56**

CONTRACTOR'S EEO CERTIFICATION

EXHIBIT D

EXHIBIT D - CONTRACTOR'S EEO CERTIFICATION

Securitas Security Services, USA Inc.
Contractor Name

3325 Wilshire Blvd., #1100, Los Angeles, CA 90010
Address

71-0912217
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Carol Mitchell, Branch Manager
Authorized Official's Printed Name and Title

Carol Mitchell
Authorized Official's Signature

6/18/07
Date

COUNTY'S ADMINISTRATION

EXHIBIT E

EXHIBIT E - COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name:	Margo Morales
Title:	Administrative Deputy, Office of Public Safety
Address:	375 Kenneth Hahn Hall of Administration 500 West Temple Street, Los Angeles, CA 90012
Telephone:	213-893-1076
Facsimile:	213-620-7141
E-Mail Address:	mmorales@lacpolice.org

COUNTY PROJECT MANAGER:

Name:	Precious Michael
Title:	Contracts and Records Manager, Office of Public Safety
Address:	13001 Dahlia Street Downey, CA 90242
Telephone:	562-940-7203
Facsimile:	562-803-7805
E-Mail Address:	pmichael@lacpolice.org

COUNTY CONTRACT PROJECT MONITOR:

Name:	Vicki Lane
Title:	Contract Monitor Section Manager, Office of Public Safety
Address:	13001 Dahlia Street Downey, CA 90242
Telephone:	562-940-7214
Facsimile:	562-803-5305
E-Mail Address:	vlane@lacpolice.org

CONTRACTOR'S ADMINISTRATION

EXHIBIT F

EXHIBIT F - CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Securitas Security Services USA, Inc.

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Carol Mitchell
Title: Branch Manager
Address: 3325 Wilshire Blvd., #1100,
Los Angeles, CA 90010
Telephone: (213) 637-5513/ 24 HR# (213) 385-1662
Facsimile: (213) 637-5555
E-Mail Address: carol.mitchell@securitasinc.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Anthony Sabatino
Title: Regional President
Address: 500 S. Main St., #500,
Orange, CA 92868
Telephone: (714) 541-4277
Facsimile: (714) 541-8565
E-Mail Address: anthony.sabatino@securitasinc.com

Name: John Phillips
Title: Area Vice President
Address: 3325 Wilshire Blvd., #1100,
Los Angeles, CA 90010
Telephone: (213) 637-5500
Facsimile: (213) 637-5519
E-Mail Address: john.phillips@securitasinc.com

Notices to Contractor shall be sent to the following:

Name: Carol Mitchell
Title: Branch Manager
Address: 3325 Wilshire Blvd., #1100
Los Angeles, CA 90010
Telephone: (213) 637-5513
Facsimile: (213) 637-5555
E-Mail Address: carol.mitchell@securitasinc.com

CONTRACTOR'S ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT G

EXHIBIT G-1 - CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME Securitas Security Services USA Inc. Contract No._____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: Carol Mitchell DATE: 6 / 18 / 2007

PRINTED NAME: Carol Mitchell

POSITION: Branch Manager

JURY SERVICE ORDINANCE

EXHIBIT H

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

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

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

   1. Has ten or fewer employees during the contract period; and,

   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

EXHIBIT I

EXHIBIT I

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

EXHIBIT I

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

EXHIBIT I

What is the Safely Surrendered Baby Law?
California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn 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 give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their newborns 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?
In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?
No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?
No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?
The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?
Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story
At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT I

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

EXHIBIT I

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un 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 recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden empezar 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?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

LIVING WAGE ORDINANCE

EXHIBIT J

Title 2 Administration
Chapter 2.201 Living Wage Program

2.201.010 Findings.

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

2.201.020 Definitions.

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

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

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

C. "Employer" means:

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

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

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

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

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

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

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

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.

*Editor's note: Effective three months after the effective date of the Ordinance approval.

2.201.040 Payment of living wage.

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

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

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other provisions.

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

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any

expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and 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 amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

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

2.201.060 Employer retaliation prohibited.

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

2.201.070 Employee retention rights.

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

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

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A

contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

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

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

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

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

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

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

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

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions.

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

B. Collective Bargaining Agreements. Any provision of this chapter shall be

superseded by a collective bargaining agreement that expressly so provides.

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

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

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

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

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

2.201.100 Severability.

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

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

EXHIBIT K

CONTRACT - EXHIBIT K

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

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

(1) Name: **Contractor** ☐ **Subcontractor** ☐ **Address:** (Street, City, State, Zip)

(2) Payroll No.: **(3) Work Location:** **(4) From payroll period:** ____/____/____ **to payroll period:** ____/____/____ **(5) For Month Ending:**

(6) Department Name: **(7) Contract Service Description:** **(8) Contract Name & Number:**

(9) Contractor Health Plan Name(s): **(10) Contractor Health Plan ID Number(s):**

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

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

PAYROLL STATEMENT OF COMPLIANCE

EXHIBIT L

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE

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

Do hereby state:

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

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

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

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

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

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

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

3. That:

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

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

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

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

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title	Owner or Company Representative Signature:
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.	

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPPA)

EXHIBIT N

EXHIBIT N

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

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

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

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

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

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

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

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

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

(i) Use Protected Health Information; and

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

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

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

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

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

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

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

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

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

(c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

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

5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

Effective: 4/30/05