LOS ANGELES COUNTY
PROBATION DEPARTMENT

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) FOR AS-NEEDED POLYGRAPH EXAMINATION SERVICES

RFSQ 640-15-10

NOTICE TO VENDORS

THIS BASE DOCUMENT INCLUDES THE REQUIREMENTS KNOWN TO COUNTY AS OF THE DATE OF ISSUANCE OF THE RFSQ. THESE GUIDELINES ARE INTENDED TO PROVIDE GENERAL INFORMATION ONLY AND ARE SUBJECT TO REVISION. THE RIGHTS AND OBLIGATIONS OF ANY PARTY CONTRACTING WITH THE COUNTY WILL BE DETERMINED IN ACCORDANCE WITH THE TERMS OF THE APPLICABLE MASTER AGREEMENT AND APPLICABLE LAW.

THIS BASE DOCUMENT DOES NOT STAND ALONE AND MUST BE READ AND REVIEWED IN CONNECTION WITH ALL OTHER PARTS OF THE RFSQ, INCLUDING ANY APPENDICES, EXHIBITS, AND ATTACHMENTS ATTACHED HERETO OR THERETO.

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
AS-NEEDED POLYGRAPH EXAMINATION SERVICES
TABLE OF CONTENTS

PARAGRAPH		PAGE
1.0	**GENERAL INFORMATION**	**1**
1.1	Scope of Work	1
1.2	Overview of Solicitation Document	1
1.3	Terms and Conditions	2
1.4	Vendor's Minimum Mandatory Qualifications	2
1.5	California Public Employees' Pension Reform Act (PEPRA)	4
1.6	Master Agreement Process	4
1.7	Master Agreement Term	5
1.8	County Rights & Responsibilities	5
1.9	Contact with County Personnel	6
1.10	Mandatory Requirement to Register on County's WebVen	6
1.11	County Option to Cancel this RFSQ and/or Reject SOQs	6
1.12	Protest Process	6
1.13	Notice to Vendor's Regarding the Public Records Act	7
1.14	Indemnification and Insurance	8
1.15	SPARTA Program	8
1.16	Injury & Illness Prevention Program (IIPP)	8
1.17	Background and Security Investigations	8
1.18	Confidentiality and Independent Vendor Status	9
1.19	Conflict of Interest	10
1.20	Determination of Vendor Responsibility	10
1.21	Vendor Debarment	11
1.22	Vendor's Adherence to County Child Support Compliance Program	13
1.23	Gratuities	14
1.24	Notice to Vendors Regarding the County Lobbyist Ordinance	14
1.25	Federal Earned Income Credit	15

PARAGRAPH **PAGE**

1.26 Consideration of GAIN/GROW Participants for Employment....15
1.27 County's Quality Assurance Plan....16
1.28 Recycled-Bond Paper....16
1.29 Safely Surrendered Baby Law....16
1.30 County Policy on Doing Business with Small Business....16
1.31 Jury Service Program....17
1.32 Local Small Business Enterprise Preference Program....18
1.33 Local Small Business Enterprise (SBE) Prompt Payment Program....19
1.34 Notification to County of Pending Acquisitions/Mergers by Proposing Company...19
1.35 Transitional Job Opportunities Preference Program....20
1.36 Defaulted Property Tax Reduction Program....20
1.37 Disabled Veteran Business Enterprise Preference Program (DVBE)....21
1.38 Time Off for Voting....22

2.0 INSTRUCTIONS TO VENDORS....23

2.1 County Responsibility....23
2.2 Truth and Accuracy of Representations....23
2.3 RFSQ Timetable....23
2.4 Solicitation Requirements Review....23
2.5 Vendors' Questions....25
2.6 Proposers' Conference....26
2.7 Preparation and Format of the SOQ....26
2.8 SOQ Submission....33
2.9 SOQ Withdrawals....34

3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS....36

3.1 Review Process....36
3.2 Disqualification Review....37
3.3 Selection/Qualification Process....38
3.4 Master Agreement Award....38

APPENDICES:

APPENDIX A: Model Master Agreement

APPENDIX B: Statement of Work

APPENDIX C: Intentionally Omitted

APPENDIX D: Required Forms

APPENDIX E: Transmittal Form to Request a Solicitation Requirements Review

APPENDIX F: County of Los Angeles Policy on Doing Business with Small Business

APPENDIX G: Jury Service Ordinance

APPENDIX H: Link to Listing of Contractors Debarred in Los Angeles County

APPENDIX I: IRS Notice 1015

APPENDIX J: Safely Surrendered Baby Law

APPENDIX K: Defaulted Property Tax Reduction Program

1.0 GENERAL INFORMATION

1.1 Scope of Work

The Los Angeles County Probation Department (Department) is seeking qualified companies (Vendors) to enter into Master Agreements to provide polygraph examination services on an as-needed basis. Vendors shall provide polygraph services within the five (5) Geographical Areas listed in Attachment 4 (Geographical Areas) of Appendix B (Statement of Work) of this RFSQ. Vendors must have a service area site within the Geographical Areas for which services are being proposed and meet the requirements outlined in this Request for Statement of Qualifications (RFSQ), including Subparagraph 1.4 (Vendor's Minimum Mandatory Qualifications), and be capable of performing the duties specified in Appendix B (Statement of Work) of this RFSQ. Vendors may apply for one (1) or more of the five (5) Geographical Areas.

1.2 Overview of Solicitation Document

This RFSQ, including all Appendices, Exhibits, and Attachments, sets forth the County's requirements for Polygraph Examination Services. Vendors should formulate and base all responses solely on the information contained in this RFSQ. The individual documents do not stand alone and must be read and reviewed in connection with all other parts of this RFSQ. This RFSQ is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Vendor's Minimum Mandatory Qualifications; provides information regarding some of the requirements of the Master Agreement and the solicitation process.

- **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors on how to prepare and submit their Statement of Qualifications (SOQ).

- **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/SELECTION QUALIFICATION PROCESS:** Explains how the SOQ will be reviewed, selected, and qualified.

- **APPENDICES:**

  - **A - MODEL MASTER AGREEMENT:** This document together with its Exhibits is the Master Agreement that will be executed with qualified Vendors. The terms and conditions of the Master Agreement are not negotiable.

- **B - STATEMENT OF WORK (SOW):** Explains in detail the required services to be performed by the Vendors under the Master Agreement.
- **C - INTENTIONALLY OMITTED**
- **D - REQUIRED FORMS:** Forms that must be completed and included in the SOQ.
- **E - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- **F - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS:** County Code
- **G - JURY SERVICE ORDINANCE:** County Code
- **H - LINK TO LISTING OF VENDORS DEBARRED IN LOS ANGELES COUNTY:** Vendors who are not allowed to contract with the County for a specific length of time.
- **I - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
- **J - SAFELY SURRENDERED BABY LAW:** County program
- **K - DEFAULTED PROPERTY TAX REDUCTION PROGRAM** County Code

1.3 Terms and Conditions

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Appendix A (Model Master Agreement), Paragraph 2 (Definitions) of this RFSQ.

1.4 Vendor's Minimum Mandatory Qualifications

Interested and qualified Vendors that can demonstrate their ability to successfully provide the required services outlined in Appendix B (Statement of Work) of this RFSQ, are invited to submit a Statement of Qualifications (SOQ), provided they meet the following Minimum Mandatory Qualifications:

1.4.1 Vendor must have a service area site within the Geographical Areas listed in Attachment 4 (Geographical Areas) of Appendix B (Statement of Work) of this RFSQ, for which services are being proposed. The address to the service areas site(s) **must** be included in Exhibit 1

(Vendor's Organization Questionnaire/Affidavit) of Appendix D (Required Forms), of this RFSQ.

1.4.2 Vendor must have successfully graduated from a polygraph training course, recognized and accredited by the American Polygraph Association, California Association of Polygraph Examiners, or the American Association of Police Polygraphists. Vendor must submit copies of diploma and/or certificate.

1.4.3 Vendor must be active in the administration of polygraph examinations. To qualify for this status, the Vendor must meet the following criteria:

a. Vendor must have completed a minimum of two-hundred (200) documented polygraph examinations.

b. Of the total documented polygraph examinations, Vendor must have administered a minimum of one-hundred (100) polygraph exams for a law enforcement agency or agencies.

c. Twenty-five (25) of the one-hundred (100) exams for a law enforcement agency or agencies must have been within the last two (2) years using the Lafayette computerized polygraph instrument.

Vendor must provide supporting documentation and references to meet these criteria.

1.4.4 Vendor must be a current member, in good standing, with one of the following professional polygraph examiner associations **and** have attended a minimum of twelve (12) hours of training sponsored by one of the following organizations in the last two (2) years:

- American Polygraph Association
- California Association of Polygraph Examiners
- American Association of Policy Polygraphists

Vendor must provide a copy of membership and training certificates.

1.4.5 Vendor must pass with a score of 100% the polygraph proficiency test consisting of general polygraph knowledge, question formulation,

chart analysis, and instrumentation. Refer to Appendix D (Required Forms), Exhibit 12 (Proficiency Exam) of this RFSQ.

Vendor must complete and submit Appendix D (Required Forms), Exhibit 12 (Proficiency Exam) of this RFSQ. If a passing score is not achieved, the Vendor shall be disqualified.

1.5 California Public Employees' Pension Reform Act (PEPRA)

The State of California Legislature has enacted Senate Bill 13 (Beall) regarding the California Public Employees' Pension Reform Act of 2013 (the Act). Section 7522.56(b) of the Act (as amended) reads in part, as follows:

> (b) A retired person shall not serve, be employed by, or be employed through a contract directly by, a public employer in the same public retirement system from which the retiree receives the benefit without reinstatement from retirement.

As a result of the Act, the County is prohibited from contracting with a retired County employee under this RFSQ.

1.6 Master Agreement Process

The objective of this RFSQ is to secure one or more qualified Vendors to provide Polygraph Examination Services, on an as-needed basis, as specified in Appendix B (Statement of Work) of this RFSQ.

1.6.1 Master Agreements will be executed with all Vendors determined to be qualified.

1.6.2 Upon the Department's execution of these Master Agreements, the Vendors will become County Contractors, and thereafter will be scheduled, as specified in Appendix B (Statement of Work) of this RFSQ to provide Polygraph Examination Services on an as-needed basis. In accordance with Attachment 3 (Guidelines for the Distribution of Work) of Appendix B (Statement of Work) of this RFSQ, Contractors will be selected to perform services on a rotational basis by availability and geographical area (Attachment 4 – Geographical Areas), based upon the needs of the Department, as determined by the Department in its sole discretion. However, the County Program Manager has the sole discretion to issue Work to any of the qualified Contractors.

1.6.3 The execution of a Master Agreement does not guarantee a Contractor any minimum amount of Work. County does not promise, warrant, or

guarantee that County will utilize any particular level of Contractor's services, or any services at all, during the Term of the Master Agreement.

1.7 Master Agreement Term

1.7.1 Prior to commencement of a Master Agreement, the Model Master Agreement must be approved by the Los Angeles County Board of Supervisors.

1.7.2 Each Master Agreement shall commence July 1, 2016 or upon execution by the Chief Probation Officer or designee, whichever is later, and shall terminate on June 30, 2019 ("Initial Term"). The County shall have the option to extend the Term of the Master Agreement for up to four (4) additional one (1) year option periods (each an "Option Term"). Extension options shall be at the County's sole discretion.

Contingent upon available funding, the term of the Master Agreement may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer or designee and the written concurrence of Contractor. All terms of the Master Agreement in effect at the time of extending the term shall remain in effect for the duration of the extension.

1.7.3 County will be accepting SOQs until the needs of the Department are met.

1.8 County Rights and Responsibilities

1.8.1 The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which Department records indicate has received this RFSQ and will also be posted on the Department's website at: http://www.probation.lacounty.gov/wps/portal/probation/work.

1.8.2 Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not

be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.9 Contact with County Personnel

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

County of Los Angeles Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D 29
Downey, California 90242
Attention: Ibeth De La Cruz, Contract Analyst
Email address: Ibeth.DeLaCruz@probation.lacounty.gov
Fax number: (562) 940-3397

If it is discovered that a Vendor contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their SOQ from further consideration.

1.10 Mandatory Requirement to Register on County's WebVen

Prior to executing a Master Agreement, all potential Vendors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://camisvr.co.la.ca.us/webven/.

1.11 County Option to Cancel this RFSQ and/or Reject SOQs

The County may, at its sole discretion, cancel this RFSQ at any time and/or reject any or all SOQs submitted in response to this solicitation. The County shall not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

1.12 Protest Process

1.12.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Subparagraph 1.12.3 (Grounds for Review) below.

Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the Subparagraphs below.

1.12.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a Master Agreement based on a Vendor protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

1.12.3 **Grounds for Review**

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

- Review of Solicitation Requirements Review (Reference Subparagraph 2.4 (Solicitation Requirements Review) of this RFSQ)

- Review of a Disqualified SOQ (Reference Subparagraph 3.2 (Disqualification Review) of this RFSQ)

1.13 Notice to Vendor's Regarding Public Records Act

1.13.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when Department recommends the qualified Vendor(s) to the Board of Supervisors and such recommendation appears on the Board of Supervisors' agenda, all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

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

1.14 Indemnification and Insurance

Vendor shall be required to comply with the Indemnification provisions contained in Appendix A (Model Master Agreement), Exhibit A (Additional Terms and Conditions), Paragraph 13.0 (Indemnification and Insurance). Vendor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A (Model Master Agreement), Exhibit A (Additional Terms and Conditions), Paragraph 13.0 (Indemnification and Insurance) of this RFSQ.

1.15 SPARTA Program

A County program known as SPARTA (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Vendors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Vendors may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com.

1.16 Injury and Illness Prevention Program (IIPP)

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

1.17 Background and Security Investigations

Background and security investigations of Vendor's staff are required as a condition of beginning and continuing work under resulting Master Agreement. The cost of background checks is the responsibility of the Vendor. Vendor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 1.17.1 through 1.17.6. On at least a quarterly basis, Vendor shall report, in writing, monitoring results to the Department, indicating compliance or problem areas. The elements of monitoring report shall receive prior written approval from the Department.

1.17.1 Vendor shall submit the names of Vendor's or Subcontractor's employees to the County Program Manager prior to the employee starting work on this Master Agreement. The Department will

schedule appointments to conduct background investigation/record checks based on fingerprints of Vendor's or Subcontractor's employees, and shall conduct background investigations of Vendor's or Subcontractor's employees at any time. **The Vendor's or Subcontractor's employees shall not begin work on this Master Agreement before receiving written notification of clearance from the Department.**

1.17.2 No personnel employed by the Vendor or Subcontractor for this service having access to the Department information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the Department and employment of the employee for this service is approved in writing by the Department.

1.17.3 The Department reserves the right to preclude Vendor or Subcontractor from employment or continued employment of any individual performing services under this Master Agreement.

1.17.4 No Vendor or Subcontractor staff providing services under this Master Agreement shall be on active probation or parole.

1.17.5 Vendor or Subcontractor staff performing services under this Master Agreement shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the Department.

1.17.6 Because the Department is charged by the State for checking the criminal records of Vendor's or Subcontractor's employee, the Department will bill Vendor to recover expenses. The current amount is $32.00 per record check, which is subject to change by the State.

1.18 Confidentiality and Independent Vendor Status

1.18.1 As appropriate, Vendor shall be required to comply with the Confidentiality provision contained in Appendix A (Model Master Agreement), Exhibit A (Additional Terms and Conditions), Paragraph 3.0 (Confidentiality) of this RFSQ, and the Independent Vendor Status provision contained in Appendix A (Model Master Agreement), Exhibit A (Additional Terms and Conditions) Paragraph 41.0 (Independent Contractor Status) of this RFSQ.

1.18.2 Vendor shall ensure that it obtains and submits to the Department, a signed Exhibit E1 (Contractor Acknowledgement and Confidentiality Agreement) and E2 (Contractor Employee Acknowledgement and Confidentiality Agreement) of Appendix A (Model Master Agreement) of this RFSQ for each employee performing services under the Master Agreement before Work begins.

1.18.3 Vendor shall also ensure that it obtains and submits to the Department, a signed Exhibit E3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement, of Appendix A (Model Master Agreement) of this RFSQ for each non-employee performing services under the Master Agreement before Work begins.

1.19 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Vendor for this RFSQ, or any competing RFSQ, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Vendor. Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix D (Required Forms), Exhibit 5 (Certification of No Conflict of Interest) of this RFSQ.

1.20 Determination of Vendor Responsibility

1.20.1 A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the requirements of the Master Agreement. It is the County's policy to conduct business only with responsible Vendors.

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

1.20.3 The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board of Supervisors, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness, or capacity to perform an agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

1.20.4 If there is evidence that the Vendor may not be responsible, the Department shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board of Supervisors that the Vendor be found not responsible. The Department shall provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

1.20.5 If the Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor shall reside with the Board of Supervisors.

1.20.6 These terms shall also apply to proposed subcontractors of Vendors on County agreements.

1.21 Vendor Debarment

1.21.1 The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County agreements for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing agreements with County, if the Board of Supervisors finds, in its discretion, that the Vendor has

done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness, or capacity to perform an agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

1.21.2 If there is evidence that a qualified Vendor may be subject to debarment, the Department shall notify the Vendor in writing of the evidence which is the basis for the proposed debarment, and shall advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

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

1.21.5 If a Vendor has been debarred for a period longer than five (5) years, that Vendor 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 Vendor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence

discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

1.21.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Vendor 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.

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

1.21.8 These terms shall also apply to proposed subcontractors of Contractors on County master agreements.

1.21.9 Appendix H (Link to Listing of Contractors Debarred in Los Angeles County) of this RFSQ provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.22 Vendor's Adherence to County Child Support Compliance Program

Vendors shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any agreement that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of an agreement or initiation of

debarment proceedings against the non-compliant Vendor (County Code Chapter 2.202).

1.23 Gratuities

1.23.1 Attempt to Secure Favorable Treatment

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

1.23.2 Vendor Notification to County

A Vendor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

1.23.3 Form of Improper Consideration

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

1.24 Notice to Vendors Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance," defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a

County permit, license, franchise, or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting Exhibit 6 (Familiarity with the County Lobbyist Ordinance Certification) of Appendix D (Required Forms) of this RFSQ as part of their SOQ.

1.25 Federal Earned Income Credit

The Vendor 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 the Internal Revenue Service, Notice No. 1015. Refer to Appendix I (IRS Notice 1015) of this RFSQ.

1.26 Consideration of GAIN/GROW Participants for Employment

1.26.1 Should Vendor require additional or replacement personnel after the effective date of this Agreement, Vendor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Subparagraph, "GAIN") or General Relief Opportunity for Work (in this Paragraph, "GROW") programs who meet Vendor's Minimum Mandatory Qualifications for the open position. For this purpose, consideration shall mean that Vendor will interview qualified candidates. County will refer GAIN participants by job category to Vendor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity. Vendors shall report all job openings with job requirements to GainGrow@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

1.26.2 Vendors shall complete and return Exhibit 9 (Attestation of Willingness to Consider GAIN/GROW Participants) of Appendix D (Required Forms) of this RFSQ, as part of their SOQ.

1.27 County's Quality Assurance Plan

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

1.28 Recycled-Bond Paper

Vendor shall be required to comply with the County's policy on recycled-content paper as specified in Appendix A (Model Master Agreement), Exhibit A (Additional Terms and Conditions), Paragraph 32.0 (Recycled-Bond Paper) of this RFSQ.

1.29 Safely Surrendered Baby Law

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

1.30 County Policy on Doing Business with Small Business

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

1.30.2 The Local Small Business Enterprise Preference Program requires the company to complete a certification process. This program and how to obtain certification are further explained in Subparagraph 1.32 (Local Small Business Enterprise Preference Program) of this RFSQ.

1.30.3 The Jury Service Program provides exceptions to the program if a company qualifies as a Small Business. It is important to note that each program has a different definition for Small Business. You may qualify as a Small Business in one program but not the other. Further explanation of the Jury Service Program is provided in Subparagraph 1.31 (Jury Service Program) of this RFSQ.

1.30.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F (County of Los Angeles Policy on Doing Business with Small Business) of this RFSQ.

1.31 Jury Service Program

The prospective Model Master Agreement is subject to the requirements of the County's Vendor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read Appendix G (Jury Service Ordinance) of this RFSQ, and the pertinent jury service provisions of Appendix A (Model Master Agreement), Exhibit A (Additional Terms and Conditions), Paragraph 33.0, (Compliance with Jury Service Program) of this RFSQ. The Jury Service Program applies to both Vendors and their subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.31.1 The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contactor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month

period are not considered full-time for purposes of the Jury Service Program.

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

1.31.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Appendix D (Required Forms), Exhibit 10 (County of Los Angeles Vendor Employee Jury Service Program Certification Form and Application for Exception), of this RFSQ, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.32 Local Small Business Enterprise Preference Program

1.32.1 In reviewing Work Order Bids, the County will give Local SBE preference to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) A business certified by the State of California as a small

business and; 2) has had its principal office located in Los Angeles County for a period of at least one year. The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.

1.32.2 To apply for certification as a Local SBE, companies may register at the Department of Consumer and Business Affairs website at: http://osb.lacounty.gov

1.32.3 Certified Local SBEs must request the SBE Preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification affirmed. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

1.32.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at http://www.pd.dgs.ca.gov/smbus/default

1.33 Local Small Business Enterprise (SBE) Prompt Payment Program

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

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

The Vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Vendor on Appendix D (Required Forms), Exhibit 1 (Vendor's Organization Questionnaire/Affidavit) of this RFSQ. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

1.35 Transitional Job Opportunities Preference Program

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

1.35.2 Transitional Job Opportunities vendors must request the preference in each of their Work Order Bid responses and may not receive the preference until their certification has been affirmed by the applicable Department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Bidder that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

1.36 Defaulted Property Tax Reduction Program

1.36.1 The prospective Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program "Defaulted Tax Program" (Los Angeles County Code, Chapter 2.206). Prospective Vendors should carefully read Appendix K (Defaulted Property Tax Reduction Program) of this RFSQ, and the pertinent provisions of Appendix A (Model Master Agreement), Exhibit A, (Additional Terms and Conditions), Paragraph 63.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program). The Defaulted Tax Program applies to both Contractors and their subcontractors.

1.36.2 Contractors shall be required to certify that they are in full

compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the Term of any Master Agreement that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Appendix D (Required Forms), Exhibit 11 (Certification of Compliance with the County's Defaulted Tax Reduction Program) of this RFSQ. Failure to maintain compliance, or to timely cure defects, may be cause for termination of an agreement or initiation of debarment proceedings against the non-compliance Vendor (Los Angeles County Code, Chapter 2.202).

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

1.37 Disabled Veteran Business Enterprise Preference Program (DVBE)

1.37.1 The County will give preference during the solicitation process to businesses that meet the definition of a Disabled Veteran Business Enterprise, consistent with Chapter 2.211 of the Los Angeles County Code. A Disabled Veteran Business Enterprise Vendor is defined as:

1) A business which is certified by the State of California as a Disabled Veteran Business Enterprise; or

2) A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).

1.37.2 Certified Disabled Veteran Business Enterprise Vendors must request the preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification is affirmed.

1.37.3 In no case shall the Disabled Veteran Business Enterprise Preference Program price or scoring preference be combined with any other county preference program to exceed eight percent (8%) in response to any county solicitation.

1.37.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Disabled Veteran Business Enterprise.

1.37.5 To request the Disabled Veteran Business Enterprise Preference, Proposer must complete and submit the Exhibit 13 (Request For DVBE Preference Program Consideration), Appendix D (Required Forms), with supporting documentation with their SOQ.

1.37.6 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at http://www.pd.dgs.ca.gov/

1.37.7 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: http://www.vetbiz.gov/

1.38 Time Off for Voting

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

/

/

2.0 INSTRUCTIONS TO VENDORS

This Paragraph 2.0 (Instructions to Vendors) contains key project dates and activities as well as instructions to Vendors on how to prepare and submit their Statement of Qualifications (SOQ).

2.1 County Responsibility

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

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Department's sole and final judgment.

2.3 RFSQ Timetable

The timetable for this RFSQ is as follows:

- Release of RFSQ.....February 5, 2016
- Request for a Solicitation Requirements Review Due.....February 22, 2016
- Proposers' Conference.....February 25, 2016
- Written Questions Due.....February 19, 2016
- Initial SOQ Due.....March 11, 2016

This RFSQ will remain open until the needs of the County are met. All SOQs received by the initial SOQ due date will be used to establish an initial pool of qualified Vendors. Thereafter, interested Vendors are invited to submit an SOQ at their earliest convenience. SOQs submitted after the SOQ due date may not be reviewed initially; however, they may be reviewed at a later date to determine if they meet the qualifications listed in the RFSQ. The County reserves the right to close and re-open this solicitation at any time.

2.4 Solicitation Requirements Review

2.4.1 Any person or entity may seek a Solicitation Requirements Review by

submitting Appendix E (Transmittal Form to Request a Solicitation Requirements Review) of this RFSQ, as described in this Subparagraph 2.4.1, to the Department conducting the solicitation. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) Business Days of the issuance of the solicitation document;

2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit an SOQ;

3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

4. The request for a Solicitation Requirements Review asserts either that:

   a. Application of the minimum requirements and/or business requirements unfairly disadvantages the person or entity; or,

   b. Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

2.4.2 The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date.

2.4.3 All Requests for a Solicitation Requirements Review shall be submitted to:

Tasha Howard, Director
Los Angeles County Probation Department
Contract Development Section
9150 East Imperial Highway, Room C 29
Downey, California 90242

2.5 Vendors' Questions

2.5.1 Vendors may submit written questions regarding this RFSQ by mail, fax, or e-mail to the Contract Analyst identified below. All questions must be received by Friday, February 19, 2016, 12:00 p.m., P.T. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to this RFSQ. The addendum will be made available to all Vendors, in addition to being posted on the Department's website at http://probation.lacounty.gov/wps/portal/probation/work.

2.5.2 When submitting questions, please specify this RFSQ Section Number, Paragraph Number, Subparagraph Number, and Page Number and quote the passage that prompted the question. This will ensure that the question can be quickly found in this RFSQ. County reserves the right to group similar questions when providing answers.

2.5.3 Questions regarding the application of minimum mandatory qualifications, review criteria, and/or business requirements, would unfairly disadvantage Vendors or, due to unclear instructions, may result in the County not receiving the best possible responses from Vendor should be addressed under the Solicitation Requirements Review pursuant to Subparagraph 2.4 (Solicitation Requirements Review) of this RFSQ.

2.5.4 Questions should be addressed to:

County of Los Angeles Probation Department
Contract & Grants Management Division
9150 East Imperial Highway, Room D 29
Downey, California 90242
Attention: Ibeth De La Cruz, Contract Analyst
Email address: Ibeth.DeLaCruz@probation.lacounty.gov
Fax number: (562) 658-2307

2.6 Proposers' Conference

A Proposers Conference will be held to discuss the RFSQ. All potential Vendors are encouraged to attend this conference, scheduled as follows:

Date: **Thursday, February 25, 2016**
Time: **1:00 PM**
Location: **Probation Training Center**
3300 Sandoval Avenue, Room Number 1
Pico Rivera, CA 90660

Please note that minors are not allowed to enter the facility or attend the conference.

2.7 Preparation and Format of the SOQ

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

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

- Table of Contents
- Vendor's Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)
- Proof of Licenses, Permits, Registrations, Accreditations, and Certifications (Section D)
- Acceptance of Terms and Conditions in Model Master Agreement and Requirements of the Statement of Work (Section E)

The Vendor must read this RFSQ carefully and follow all instructions, giving consideration to all requirements and requested documents as set forth herein when submitting their SOQ to ensure that errors or omissions do not cause the Vendor to be eliminated from consideration.

Each SOQ must respond clearly and comprehensively to all requirements of the RFSQ. Any request lacking a response will be considered "non-responsive".

Failure to comply with the SOQ instructions may disqualify the SOQ. Noncompliant, inadequate, incomplete, or otherwise non-responsive SOQs may, in the County's sole discretion, result in disqualification or elimination.

County reserves the sole right to judge the content and presentation of the SOQ. Any SOQ that deviates from the format, sequence, content, or submission procedure may be rejected without review, in the County's sole discretion.

2.7.1 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.7.2 Vendor's Qualifications (Section A)

The Vendor must provide sufficient detail to demonstrate that the Vendor meets the Minimum Mandatory Qualifications (Subparagraph 1.4) of this RFSQ, and has the capability to perform the required services as required in Appendix B (Statement of Work) of this RFSQ. Vendor must provide all supporting documentation required pursuant to Subparagraphs 1.4.2 and 1.4.4 in Section D (Proof of Licenses, Permits, Registrations, Accreditations, and Certifications), of the SOQ. Vendor must indicate in Section A of the SOQ all experience as it pertains to Subparagraph 1.4 (Vendor's Minimum Mandatory Qualifications), of this RFSQ. The following sections must be included:

A. Vendor's Background and Experience (Section A.1)

The Vendor shall complete, sign, and date Exhibit 1 (Vendor's Organization Questionnaire/Affidavit) of Appendix D (Required Forms) of this RFSQ. **The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant Vendor in a Master Agreement.**

Vendor must provide a summary of relevant background information to demonstrate that Vendor meets and/or exceeds the Minimum Mandatory Qualifications stated in Subparagraph 1.4 (Vendor's Minimum Mandatory Qualifications) of this RFSQ and has the capability to perform the required services as a corporation or other entity. Vendor must include the following information in the summary:

- Vendor must demonstrate that the organization is adequately staffed and employees and examiners are trained to provide the required services.

- Vendor must demonstrate the capacity to perform the required services.

- Vendor must provide the names, addresses, and telephone numbers of all persons authorized to represent and bind company.

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

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

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Vendor must submit the following documentation with the SOQ:

1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.

2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership:

The Vendor must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign

Limited Partnership as filed with the California Secretary of State, and any amendments.

B. Vendor's References (Section A.2)

It is the Vendor's sole responsibility to ensure that the firm's name and point of contact's name, title, and telephone number for each reference is accurate. The same references may be listed on both Exhibit 2 (Prospective Contractor References) and Exhibit 3 (Prospective Contractor List of Contracts) of Appendix D (Required Forms) of this RFSQ.

1. County may disqualify a Vendor if:

   - References fail to substantiate Vendor's description of the services provided; or
   - References fail to support that Vendor has a continuing pattern of providing capable, productive, and skilled personnel; or
   - The Department is unable to reach the point of contact with reasonable effort (three [3] attempts). It is the Vendor's responsibility to inform the point of contact that reference checks will be conducted during normal business hours.

2. The Vendor must complete and include Appendix D (Required Forms), Exhibit 2 (Prospective Contractor References), Exhibit 3 (Prospective Contractor List of Contracts), and Exhibit 4 (Prospective Contractor List of Terminated Contracts) of this RFSQ.

   Exhibit 2 - Prospective Vendor References

   The Vendor must provide two (2) references from two (2) different companies where the same or similar scope of services, as required in Appendix B (Statement of Work) of this RFSQ were provided. Contact person for references must be able to answer questions related to service provided. At least one (1) reference must be from a law enforcement agency that can verify the Minimum Mandatory Qualifications stated in subparagraph 1.4.3 of this RFSQ.

Exhibit 3 - Prospective Vendor List of Contracts

The listing must include all public entities contracts for the last five (5) years. Use additional sheets if necessary.

Exhibit 4 - Prospective Vendor List of Terminated Contracts

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

C. Vendor's Pending Litigation, Threatened Litigation, and Judgments (Section A.3)

Vendor must identify by name, case number, and court jurisdiction any pending litigation in which Vendor is involved or judgments against Vendor in the past five (5) years. Vendor shall provide a statement describing the size and scope of any pending or threatened litigation against the Vendor or principals of the Vendor.

If a Vendor has no pending litigation, threatened litigation or judgments, then a statement stating so must be provided in Section A.3 of the SOQ.

Failure or refusal to report pending litigation, threatened litigation, or judgments may result in Vendor being found non-responsive, and the SOQ may be eliminated from future review at County's absolute and sole discretion.

D. Financial Capability (Section A.4)

Vendor shall provide copies of the company's most current and prior two (2) fiscal years (for example 2014, 2013, and 2012) financial statements. Statements should include the company's assets liabilities, and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e.; for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity, the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet

this requirement. Financial statements will be kept confidential if so stamped on each page.

2.7.3 Required Forms (Section B)

The SOQ shall include the following forms as provided in Appendix D (Required Forms), of this RFSQ. Vendor shall complete, sign, and date all applicable forms.

The person signing all forms must be authorized to sign on behalf of the Vendor and to bind the Vendor in a Master Agreement. Forms may be expanded, as necessary, to provide complete responses.

Exhibit 5 - Certification of No Conflict of Interest

Vendor must certify that no employee who prepared or participated in the preparation of the SOQ is within the purview of County Code Section 2.180.010.

Exhibit 6 - Familiarity with the County Lobbyist Ordinance Certification

Vendor must certify that Vendor is familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the Vendor comply with the ordinance during this RFSQ process and otherwise.

Exhibit 7 - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

Vendor shall complete the form and attach it and the Local SBE Certification letter issued by the Los Angeles County Office of Affirmative Action Compliance. Note: Vendor must already be certified as a Local SBE prior to SOQ submission to be eligible to request consideration for the Prompt Payment Program.

Exhibit 8 - Vendor's EEO Certification

Vendor must certify compliance with Equal Employment Opportunity laws, regulations, and policies.

Exhibit 9 - Attestation of Willingness to Consider GAIN/GROW Participants

Vendor must demonstrate a proved record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Vendor shall also attest to a willingness to provide employed GAIN/GROW participants access to Vendor's employee mentoring program, if available. Vendor must sign and submit this form with the SOQ.

Exhibit 10 - County of Los Angeles Vendor Employee Jury Service Program Certification Form and Application for Exception

Vendor shall complete and submit this form with the SOQ. If Vendor is requesting an exception to this program, Vendor shall submit all necessary documents to support the request.

Exhibit 11 - Certification of Compliance with the County's Defaulted Property Tax Reduction Program

Vendor must complete and submit this form with the SOQ.
Exhibit 12 – Proficiency Exam

Vendor must complete this exam and submit with the SOQ. Exhibit 12 (Proficiency Exam) tests general polygraph knowledge, question formulation, chart analysis, and instrumentation. Vendor must score 100%. If a passing score of 100% is not achieved, the Vendor shall be disqualified.

Exhibit 13 – Request For Disabled Veteran Business Enterprise Preference Program Consideration

Vendor must complete these forms and submit with the SOQ.

2.7.4 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in the Appendix A (Model Master Agreement), Exhibit A (Additional Terms and Conditions), Paragraph 13.0 (Indemnification and Insurance) of this RFSQ. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should

the Vendor be selected to receive a Master Agreement award may be submitted with the SOQ.

2.7.5 Proof of Licenses, Permits, Registrations, Accreditations, and Certifications (Section D)

Vendor must provide copies of required licenses, permits, registrations, accreditations, and certifications required to perform the required services and to meet Minimum Mandatory Qualifications set forth in Subparagraphs 1.4.2 and 1.4.4 of this RFSQ.

2.7.6 Acceptance of Terms and Conditions in Model Master Agreement and Requirements of the Statement of Work (Section E)

A. It is the duty of every Vendor to thoroughly review Appendix A (Model Master Agreement) of this RFSQ, including Exhibit A (Additional Terms and Conditions), and Appendix B (Statement of Work), of this RFSQ.

B. Section E of Vendor's response must include a statement that the Vendor accepts the terms and conditions and requirements of Appendix A (Model Master Agreement), including Exhibit A (Additional Terms and Conditions), and Appendix B (Statement of Work),of this RFSQ.

C. The County reserves the right to make changes to Appendix A (Model Master Agreement), including Exhibit A (Additional Terms and Conditions), and Appendix B (Statement of Work), including any Attachment and Exhibits thereto, at its sole discretion.

D. The terms and conditions of the Master Agreement are not negotiable.

2.8 SOQ Submission

The original SOQ and five (5) exact duplicate, hard, numbered copies; and one (1) Compact Discs, each containing the SOQ in electronic format, shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Vendor and bear the words:

"STATEMENT OF QUALIFICATIONS

FOR

AS-NEEDED POLYGRAPH EXAMINATION SERVICES

RFSQ 640-15-10"

The SOQ and any related information shall be delivered or mailed to the following:

Los Angeles County Probation Department
Contract Development Section
9150 East Imperial Highway, Room D 29
Downey, California 90242
Attention: Ibeth De La Cruz, Contract Analyst

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the SOQ initial due date and time as listed in Subparagraph 2.3 (RFSQ Timeline) or any addendum amending the SOQ due date and time. Submitting Vendors shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No facsimile (fax) or electronic mail (e-mail) copies will be accepted. Any SOQs received after the scheduled closing date and time for receipt of SOQs, as listed in Subparagraph 2.3 (RFSQ Timeline), or any addendum amending the SOQ due date and time, will not be reviewed initially; however, they may be reviewed at a later date to determine if they meet the qualifications listed.

2.9 SOQ Withdrawals

The Vendor may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to:

Los Angeles County Probation Department
Contracts and Grants Management Division
9150 East Imperial Highway, Room D 29
Downey, California 90242
Attention: Tasha Howard, Director

Vendors that wish to re-submit a corrected SOQ, or correction to any component of the SOQ, must do so before the initial submission deadline stated in Subparagraph 2.3 (RFSQ Timeline) of the RFSQ. Resubmitted corrections to SOQs submitted after the initial deadline may not be reviewed initially, however, they may be reviewed at a later date to determine if they meet the qualifications listed in this RFSQ.

If County determines at any time that there are one or more errors (e.g. clerical or arithmetic errors) or more missing information in any submitted SOQ, County, in its sole discretion, may request in writing that the particular Vendor submit a written correction of the applicable portion(s) of its SOQ within a County-specified time period and in compliance with all County instructions as set forth in the request, including regarding content and format. Vendor understands and agrees that any such correction shall be limited to correcting errors or submitting missing information identified by County, shall comply with all County instructions as set forth in the request, and shall be considered part of the SOQ for all purposes including SOQ evaluation. If Vendor fails to submit such correction or missing information with the County-specified time period, the SOQ shall stand as written.

/

/

/

/

/

/

3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

3.1 Review Process

County will conduct a comprehensive, fair, and impartial review of the SOQs received in response to this RFSQ. The review process will include the following steps:

3.1.1 Adherence to Minimum Mandatory Qualifications

County shall review Exhibit 1 (Vendor's Organization Questionnaire/Affidavit) and Exhibit 12 (Proficiency Exam) of Appendix D (Required Forms) of this RFSQ, and the appropriate supporting documentation, to determine if the Vendor meets the Minimum Mandatory Qualifications as outlined in Subparagraph 1.4 (Vendor's Minimum Mandatory Qualifications) of this RFSQ.

Failure of the Vendor to comply with the Minimum Mandatory Qualifications will eliminate its SOQ from any further consideration. The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

3.1.2 Vendor's Qualifications (Section A)

County's review shall include the following:

1. Vendor's Background and Experience as provided in Section A.1 of the SOQ.

2. Vendor's References as provided in Section A.2 of the SOQ. The review will include verification of references submitted, a review of the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.

3. A review to determine the magnitude of any pending litigation, threatened litigation, or judgments against the Vendor as provided in Section A.3 of the SOQ.

4. Vendor's Financial Capability as provided in Section A.4 of the SOQ.

3.1.3 Required Forms (Section B)

County will review all forms listed in Subparagraph 2.7.3 of this RFSQ, which must be included in Section B of the SOQ, if applicable.

3.1.4 Proof of Insurability (Section C)

County will review the proof of insurability provided in Section C of the SOQ.

3.1.5 Proof of Licenses, Permits, Registrations, Accreditations, and/or Certifications (Section D)

County will review the proof of licenses, permits, registrations, accreditations, and/or certifications provided in Section D of the SOQ.

3.1.6 Acceptance of Terms and Conditions in Model Master Agreement and Requirements of the Statement of Work (Section E)

County will review the Vendor's statement accepting the terms and conditions and requirements of Appendix A (Model Master Agreement), including Exhibit A (Additional Terms and Conditions), and Appendix B (Statement of Work) of this RFSQ.

3.2 Disqualification Review

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

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

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

1. The person or entity requesting a Disqualification Review is a Vendor that submitted an SOQ; and

2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and

3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Vendor, in writing, prior to the conclusion of the selection/qualification process.

3.3 Selection/Qualification Process

The Department will select Vendors that meet the requirements outlined in this RFSQ, including Subparagraph 1.4 (Vendor's Minimum Mandatory Qualifications), and that are capable of providing the Polygraph Examination Services specified in Appendix B (Statement of Work) of this RFSQ.

3.4 Master Agreement Award

Vendors who are notified by the Department that they appear to have the necessary qualifications and experience (i.e., they are qualified) may not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to the Department's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

The Chief Probation Officer or designee will execute a Board of Supervisors-authorized Master Agreement with each selected Vendor. All "selected" Vendors will be informed of the final selections.

/

/

/

APPENDIX A

MODEL MASTER AGREEMENT

MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[ ]

FOR

AS-NEEDED POLYGRAPH EXAMINATION SERVICES

FOR

LOS ANGELES COUNTY PROBATION DEPARTMENT

NOTICE TO RFSQ VENDORS

THIS DOCUMENT IS A MODEL MASTER AGREEMENT THAT INCLUDES MANY OF COUNTY'S CONTRACTING REQUIREMENTS AS OF THE DATE OF THE RFSQ. COUNTY MAKES NO REPRESENTATION OR WARRANTY THAT ALL OF THE PROVISIONS IN THIS MODEL MASTER AGREEMENT WILL BE INCLUDED IN ANY RESULTANT MASTER AGREEMENT, THAT SUCH SAMPLE PROVISIONS WILL NOT BE MODIFIED IN ANY RESULTANT MASTER AGREEMENT, OR THAT OTHER PROVISIONS WILL NOT BE INCLUDED IN ANY RESULTANT MASTER AGREEMENT.

THIS DOCUMENT DOES NOT STAND ALONE AND MUST BE READ AND REVIEWED IN CONNECTION WITH ALL OTHER PARTS OF THE RFSQ, INCLUDING ANY APPENDICES, EXHIBITS, AND ATTACHMENTS ATTACHED HERETO OR THERETO.

FOR CERTAIN EXHIBITS REFERENCED IN THIS APPENDIX A (MODEL MASTER AGREEMENT) BUT NOT ATTACHED HERETO, VENDORS ARE INSTRUCTED TO REFER TO APPLICABLE APPENDICES TO THE RFSQ. SUCH APPENDICES TO THE RFSQ WILL EVENTUALLY BE ATTACHED AS EXHIBITS TO ANY RESULTANT MASTER AGREEMENT.

MASTER AGREEMENT
FOR
AS-NEEDED POLYGRAPH EXAMINATION SERVICES

Table of Contents

RECITALS 1

1.0 MASTER AGREEMENT AND INTERPRETATION. 1

1.1 Master Agreement 1

1.2 Interpretation 2

1.3 Additional Terms and Conditions 3

1.4 Construction 3

2.0 DEFINITIONS 3

3.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY. 5

3.1 County Contract Manager 5

3.2 County Program Manager 6

3.3 County Contract Monitor 6

3.4 County Personnel 6

4.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR 6

4.1 Contractor Project Manager 6

4.2 Approval of Contractor's Staff 7

5.0 WORK. 7

6.0 AMENDMENTS 8

7.0 TERM 9

8.0 PRICES AND FEES. 10

8.1 General 10

8.2 Maximum Contract Sum 10

8.3 Rate of Compensation 10

8.4 No Payment for Services Provided Following Expiration/Termination of Master Agreement 10

9.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS.....11
10.0 INVOICES AND PAYMENTS. 11
10.1 Payments..... 11
10.2 Approval of Invoices 11
10.3 Invoice Detail 11
10.4 Monthly Reports..... 12
10.5 Submission of Invoices 12
10.6 No Out-of-Pocket Expenses 13
10.7 Contractor Responsibility 13
10.8 Invoice Discrepancy Report 13
10.9 County's Right to Withhold..... 13
11.0 LIQUIDATED DAMAGES 13
12.0 NOTICES 14
13.0 ARM'S LENGTH NEGOTIATIONS..... 15
14.0 NO GUARANTY OF WORK 15
15.0 NON EXCLUSIVITY 15
16.0 SURVIVAL..... 15

EXHIBITS

EXHIBIT A - ADDITIONAL TERMS AND CONDITIONS

EXHIBIT B - STATEMENT OF WORK (Not Attached to Sample Master Agreement; See Appendix B (Statement of Work) of the RFSQ)

EXHIBIT C - RATE OF COMPENSATION

EXHIBIT D - CONTRACTOR'S EEO CERTIFICATION

EXHIBIT E1 - CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT E2 - CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT E3 - CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT F - JURY SERVICE ORDINANCE (Not Attached to Sample Master Agreement; See Appendix G (Jury Service Ordinance) of the RFSQ)

EXHIBIT G - SAFELY SURRENDERED BABY LAW (Not Attached to Sample Master Agreement; See Appendix J (Safely Surrendered Baby Law) of the RFSQ)

EXHIBIT H - DEFAULTED PROPERTY TAX REDUCTION PROGRAM (Not attached to Sample Master Agreement; See Appendix K (Defaulted Property Tax Reduction Program) of the RFSQ)

EXHIBIT I - CONTRACT DISCREPANCY REPORT

EXHIBIT J - INVOICE DISCREPANCY REPORT

EXHIBIT K - COUNTY'S ADMINISTRATION

EXHIBIT L - CONTRACTOR'S ADMINISTRATION

EXHIBIT M - SEXUAL HARASSMENT POLICY

EXHIBIT M1 - SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION PROHIBITED FORM

EXHIBIT N - BACKGROUND REQUEST FORM

MASTER AGREEMENT
FOR
AS-NEEDED POLYGRAPH EXAMINATION SERVICES

THIS MASTER AGREEMENT is entered into as of the _____ day of _____ , ____, by and between the County of Los Angeles ("County") and [ ] a [ ] organized under the laws of the [ ] located at [ ] ("Contractor"), to provide As-Needed Polygraph Examination Services for the Los Angeles County Probation Department ("Department").

RECITALS

WHEREAS, the Department has a need for the services of Contractor to provide As-Needed Polygraph Examination Services; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge, technical competence, and sufficient staffing to provide As-Needed Polygraph Examination Services; and

WHEREAS, the County Board of Supervisors has authorized the Los Angeles County Probation Department to execute this Master Agreement on its behalf; and

WHEREAS, this Master Agreement (as defined below) is authorized pursuant to California Government Code Section 31000.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

1.0 MASTER AGREEMENT AND INTERPRETATION

1.1 Master Agreement. This base document along with Exhibits A through N, attached hereto, together with any Attachments attached hereto or thereto, incorporated herein by this reference, and any fully executed Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Master Agreement". This Master Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Master Agreement.

1.2 Interpretation. 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, subtask, deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any Attachments thereto, according to the following descending priority:

1.2.1 Exhibit A- Additional Terms and Conditions

1.2.2 Exhibit B- Statement of Work

1.2.3 Exhibit C- Rate of Compensation

1.2.4 Exhibit D- Contractor's EEO Certification

1.2.5 Exhibit E1- Contractor's Acknowledgement and Confidentiality Agreement

1.2.6 Exhibit E2- Contractor's Employee Acknowledgement and Confidentiality Agreement

1.2.7 Exhibit E3- Contractor's Non-Employee Acknowledgement and Confidentiality Agreement

1.2.8 Exhibit F- Jury Service Ordinance

1.2.9 Exhibit G- Safely Surrendered Baby Law

1.2.10 Exhibit H- Defaulted Property Tax Reduction Program Ordinance

1.2.11 Exhibit I- Contract Discrepancy Report

1.2.12 Exhibit J- Invoice Discrepancy Report

1.2.13 Exhibit K- County's Administration

1.2.14 Exhibit L- Contractor's Administration

1.2.15 Exhibit M- Sexual Harassment Policy

1.2.16 Exhibit M1- Sexual Harassment/Discrimination/Retaliation Prohibited Form

1.2.17 Exhibit N- Background Forms

1.3 Additional Terms and Conditions. Without limiting the generality of Subparagraph 1.1 (Master Agreement) of this Master Agreement, attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Master Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Master Agreement refer to this Master Agreement, including all annexes, attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Master Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Caption, Section, and Paragraph headings used in this Master Agreement are for convenience only and are not a part of this Master Agreement and shall not be used in construing this Master Agreement. References in this Master Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Master Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives, and/or policies as amended from time to time.

2.0 DEFINITIONS

The following terms and phrases shall have the following specific meaning when used in this Master Agreement.

2.1 "Amendment" has the meaning set forth in Paragraph 6.0 (Amendments) of this Master Agreement.

2.2 "Background Investigator" means the Department investigator assigned to complete background investigations of an applicant.

2.3 "Board" means the Los Angeles County Board of Supervisors.

2.4 "Business Day" means Monday through Friday, excluding County observed holidays.

2.5 "Contractor" means 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.

2.6 "Contract Discrepancy Report" or "CDR" is a report prepared by County's Program Manager to inform Contractor of faulty service.

2.7 "Contractor Project Manager" has the meaning set forth in Subparagraph 4.1 (Contractor Project Manager), of this Master Agreement.

2.8 "County" has the meaning set forth in the preamble.

2.9 "County Contract Manager" has the meaning set forth in Subparagraph 3.1 (County Contract Manager) of this Master Agreement.

2.10 "County Contract Monitor" has the meaning set forth in Subparagraph 3.3 (County Contract Monitor) of this Master Agreement.

2.11 "County Counsel" means County's Office of the County Counsel.

2.12 "County Program Manager" has the meaning set forth in Subparagraph 3.2 (County Program Manager) of this Master Agreement.

2.13 "Department" has the meaning set forth in the preamble.

2.14 "Dispute Resolution Procedure" has the meaning set forth in Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions) of this Master Agreement.

2.15 "Infringement Claims" has the meaning set forth in Paragraph 14.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions) of this Master Agreement.

2.16 "Initial Term" has the meaning set forth in Paragraph 7.0 (Term), of this Master Agreement.

2.17 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in Subparagraph 10.8 (Invoice Discrepancy Report) of this Master Agreement.

2.18 "Master Agreement" has the meaning set forth in Subparagraph 1.1 (Master Agreement) of this Master Agreement.

2.19 "Maximum Contract Sum" has the meaning set forth in Paragraph 8.0 (Prices and Fees) of this Master Agreement.

2.20 "No-Exam" means the Polygraph Examinee is unable to undergo examination for reasons determined by the examiner and approved by the County Program Manager.

2.21 "No-Show" means the Polygraph Examinee failed to call or show for the appointment.

2.22 "Option Term" has the meaning set forth in Paragraph 7.0 (Term) of this Master Agreement.

2.23 "Polygraph Examinee" means (1) individual who applies for the Department's peace officer positions of Deputy Probation Officer, Detention Services Officer and Group Supervisor, Nights.

2.24 "Peer Review" means an informal quality review completed by an examiner's peer.

2.25 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) of this Master Agreement, together with all Attachments thereto, as the same may be amended by any fully executed Amendment.

2.26 "Term" has the meaning set forth in Paragraph 7.0 (Term) of this Master Agreement.

2.27 "Vendor" means a corporation or other entity that provides the polygraph examination services required under the RFSQ.

2.28 "Work" means any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of Contractor which are required pursuant to this Master Agreement, including Exhibit B (Statement of Work) and all other Exhibits, and any fully executed Amendment hereto.

3.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit K (County's Administration). County shall notify Contractor in writing of any change in the names or addresses shown.

3.1 COUNTY'S CONTRACT MANAGER

The responsibilities of County's Contract Manager include:

- Ensuring that the objectives of this Master Agreement are met; and
- Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

3.2 COUNTY'S PROGRAM MANAGER

The responsibilities of County's Program Manager include:

- Meeting with 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 Contractor.

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

3.3 COUNTY'S CONTRACT MONITOR

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

3.4 COUNTY PERSONNEL

All County personnel assigned to this Master Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

A listing of all Contractor Administration referenced in the following Paragraph is designated in Exhibit L (Contractor's Administration). Contractor shall notify County in writing of any change in the names or addresses shown.

4.1 Contractor Project Manager

4.1.1 Contractor Project Manager shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Master Agreement.

4.1.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement.

4.1.3 During the Term of this Master Agreement, Contractor Project Manager shall be available to meet and confer with County Program Manager, in person or by telephone, as necessary, to review project progress and discuss project coordination.

4.1.4 Contractor shall notify County in writing of any change in the name or address of Contractor Project Manager.

4.1.5 Contractor Project Manager shall provide County Program Manager with emergency contact information in the event of an emergency.

4.2 Approval of Contractor's Staff

4.2.1 County Program Manager has the right to approve or disapprove any proposed replacement for Contractor Project Manager or Contractor's staff. If Contractor desires to replace, or if County, at its discretion, requires removal of, Contractor Project Manager or staff, Contractor shall provide County with a resume of such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Manager or staff.

4.2.2 All staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. Contractor's staff having direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

5.0 WORK

5.1 Contractor shall fully and timely perform all Work required under this Master Agreement, including pursuant to any fully executed Amendment, in accordance with the terms and conditions of this Master Agreement.

5.2 It is the intent of the Department to issue Work to Contractors on a rotational basis by availability and geographical area in accordance with Attachment 3 (Guidelines for the Distribution of Work) of Exhibit B (Statement of Work) of this Master Agreement, based upon the need of the Department, in its sole discretion. However, County Program Manager has the sole discretion to issue Work to any of the qualified Contractors.

5.3 County will refer Polygraph Examinees to Contractor for services as set forth in Exhibit B (Statement of Work) of this Master Agreement.

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

5.5 Contractor acknowledges that, subject to this Paragraph 5.0 (Work), all Work performed under this Master Agreement, including pursuant to any fully executed Amendment, is payable in arrears on a monthly basis in accordance with the terms and conditions of this Master Agreement, including this Paragraph 5.0 (Work), Paragraph 8.0 (Prices and Fees), and Paragraph 10.0 (Invoices and Payments) of this Master Agreement.

5.6 All such Work must be provided solely as specified under this Master Agreement and must receive the written approval of County Program Manager in order to qualify for payment. In no event shall County be liable or responsible for payment for any Work prior to approval from County Program Manager of such Work.

5.7 During the Term of this Master Agreement, Contractor shall at all times possess and maintain all licenses and certifications required to perform Contractor's services under this Master Agreement. In the event of suspension or revocation of such licenses and/or certifications, Contractor shall immediately notify the County Program Manager and cease all services provided under this Master Agreement.

5.8 The execution of this Master Agreement does not guarantee a Contractor any minimum amount of business. County does not promise, warrant, or guarantee that County will utilize any particular level of Contractor's service, or any services at all, during the Term of this Master Agreement.

5.9 Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Master Agreement.

6.0 AMENDMENTS

6.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Master Agreement, an amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

6.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

6.3 The Chief Probation Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 7.0 (Term). The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

7.0 TERM

7.1 The Term of this Master Agreement shall commence July 1, 2016, or upon execution by the Chief Probation Officer or designee, whichever is later, and shall terminate on June 30, 2019 (the "Initial Term"), unless terminated earlier in whole or in part, as provided in this Master Agreement.

7.2 The County has the option, at the Chief Probation Officer or designee's discretion and upon notice to Contractor prior to the end of the then-current Term of the Agreement, to extend the Term of this Agreement for up to four (4) additional one (1) year option periods (each an "Option Term"), for a total maximum Term of the Agreement not to exceed seven (7) years. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Each such extension shall be exercised individually by written Amendment executed by the Department and Contractor in accordance with Subparagraph 6.3 above.

7.3 Contingent upon available funding, the term of the Master Agreement may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer or designee and the written concurrence of Contractor. All terms of the Master Agreement in effect at the time of extending the term shall remain in effect for the duration of the extension.

7.4 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County Program Manager at the address herein provided in Exhibit K (County's Administration).

7.5 County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an Option Term extension of the Master Agreement.

8.0 PRICES AND FEES

8.1 General

8.1.1 The prices and fees for this Master Agreement payable by County to Contractor for performing all tasks, deliverables, goods, services and any other Work required under this Master Agreement shall be as set forth on Exhibit C (Rate of Compensation) of this Master Agreement. Such prices and fees shall be firm and fixed for the Term of this Master Agreement.

8.1.2 Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Master Agreement.

8.2 Maximum Contract Sum

The "Maximum Contract Sum" under this Master Agreement shall be the total monetary amount that would be payable by County to Contractor for providing required Work under this Master Agreement for the Term of the Agreement, including all Option Terms. In no event shall the annual total of all amounts expended by County, expressly or by implication, exceed the sum allocated in that fiscal year's budget.

8.3 Rate of Compensation

Contractor shall be paid for Work performed at the rates of compensation set forth on Exhibit C (Rate of Compensation) of this Master Agreement. The rates shall be firm and fixed for the Term of this Master Agreement.

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

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

9.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Master Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Master Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions) of this Master Agreement. County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10.0 INVOICES AND PAYMENTS

10.1 Payments

Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to satisfactorily performed Work and a validly executed invoice. Contractor shall submit the monthly invoices to County by the 15th calendar of the month following the month of service.

10.2 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of County Program Manager or designee, as evidenced by County Program Manager or designee's signature on invoice, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

10.3 Invoice Detail

Each Invoice submitted by Contractor for each Polygraph Examinee shall:

- Contractor name and address;
- County Master Agreement number;
- Invoice date;
- Invoice number;
- Charge for each service;
- Contractor shall indicate the date the Polygraph Examinee showed, canceled, or was a "no-show";

- Total amount due for the month;
- A log of all billed exams as well shall be attached to the invoice. See Attachment 1 (Examination Log) Attachment 2 (Billing Log) of Exhibit B (Statement of Work) of this Master Agreement; and
- Any additional supporting documentation and/or information reasonably requested by County.

10.4 Monthly Reports

Contractor shall submit a monthly report with the original invoice to the County Program Manager with the following minimum information:

- Name of each Polygraph Examinee for which polygraph examination services were performed in the billing period;
- Date the service was performed during the billing period;
- Total number of exams;
- Total number of hours;
- Total number "no shows" of Polygraph Examinees; and
- Total billing

10.5 Submission of Invoices

Contractor shall submit an original and one (1) copy of each invoice to:

Original to: Professional Standards Bureau
County of Los Angeles Probation Department
Attn: Senior Probation Director
9150 East Imperial Highway, Room N-16
Downey, CA 90242

Contractor shall submit invoice by the fifteenth (15th) calendar day of the month following the month in which services were performed. The Department will not be responsible for invoices submitted more than sixty (60) calendar days after the date of service rendered. County shall be under no obligation to remit payment for late, lost or mishandled invoices. Contractor is responsible for the accuracy of invoices submitted to the Department.

10.6 No Out-of-Pocket Expenses

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.7 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to the Department. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.8 Invoice Discrepancy Report

County Program Manager or designee shall review all invoices for any discrepancies and issue an Invoice Discrepancy Report (IDR), attached hereto as Exhibit J (Invoice Discrepancy Report) of this Master Agreement, to Contractor within ten (10) Business Days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to County Program Manager a written explanation detailing the basis for the charges within ten (10) Business Days of receipt of the IDR from County Program Manager. If County Program Manager does not receive a written response from Contractor within (10) Business Days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges. None of the foregoing shall preclude County from seeking remedy from Contractor for invoice discrepancies discovered at any time during the Term of the Agreement.

10.9 County's Right to Withhold

In addition to any rights of County provided in this Master Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

11.0 LIQUIDATED DAMAGES

11.1 If, in the judgment of County Program Manager, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Program Manager, at such person option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire payment or deduct pro rata from Contractor's invoice for Work not performed. Information regarding the Work not performed and the amount to be withheld or deducted from payments to

Contractor from County will be forwarded to Contractor by County Program Manager in a written notice describing the reasons for said action.

11.2 If County Program Manager determines that there are deficiencies in the performance of this Master Agreement that are correctable over a certain time span, County Program Manager will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, County Program Manager may:

11.2.1 Deduct from Contractor's payment, pro rata, those applicable portions; or

11.2.2 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 Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars ($100) per day per infraction, and/or

11.2.3 Upon giving five (5) business days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by 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 Contractor from County, as determined by County.

11.3 The action noted in Subparagraph 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Master Agreement.

11.4 This Paragraph 11.0 (Liquidated Damages) shall not, in any manner, restrict or limit County's right to damages for any breach of this Master Agreement provided by law, and shall not, in any manner, restrict or limit County's right to terminate this Master Agreement, as agreed to herein.

12.0 NOTICES

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

shall have the authority to issue all notices or demands required or permitted by County under this Master Agreement.

13.0 ARM'S LENGTH NEGOTIATIONS

This Master Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Master Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

14.0 NO GUARANTY OF WORK

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

15.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources. The Department reserves the right to add Qualified Contractors during the Term of this Master Agreement.

16.0 SURVIVAL

The following Paragraphs of this Master Agreement shall survive its expiration or termination for any reason: Paragraph 1.0 (Master Agreement and Interpretation), Paragraph 2.0 (Definitions), Paragraph 8.0 (Prices and Fees), Paragraph 10.0 (Invoices and Payments), Paragraph 12.0 (Notices), Paragraph 13.0 (Arm's Length Negotiations), Paragraph 16.0 (Survival) and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions) of this Master Agreement. In addition, any other Paragraph, Subparagraph of, or Exhibit or Attachment to, this Agreement that by their nature may reasonably be presumed to survive any termination or expiration of this Master Agreement, shall so survive.

/

/

MASTER AGREEMENT
FOR
AS-NEEDED POLYGRAPH EXAMINATION SERVICES

IN WITNESS WHEREOF, the County of Los Angeles and CONTRACTOR have caused this Master Agreement to be executed on their behalf by their authorized representatives, the day, month, and year first above written. The person signing on behalf of CONTRACTOR warrants that he or she is authorized to bind CONTRACTOR, and attest under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this Master Agreement.

COUNTY OF LOS ANGELES

By: _____
Interim Chief Probation Officer

Date: _____

[CONTRACTOR]

By _____

Printed Name _____

Title _____

Date:_____

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Edward L. Hsu
Deputy County Counsel

APPENDIX A
MODEL MASTER AGREEMENT

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

AS-NEEDED POLYGRAPH EXAMINATION SERVICES

TABLE OF CONTENTS

		Page
1.0	SUBCONTRACTING	1
2.0	DISPUTE RESOLUTION PROCEDURE.	2
3.0	CONFIDENTIALITY.	4
4.0	TERMINATION FOR INSOLVENCY	7
5.0	TERMINATION FOR DEFAULT.	8
6.0	TERMINATION FOR CONVENIENCE.	9
7.0	TERMINATION FOR IMPROPER CONSIDERATION.	9
8.0	INTENTIONALLY OMITTED	10
9.0	EFFECT OF TERMINATION.	10
10.0	WARRANTY AGAINST CONTINGENT FEES	11
11.0	AUTHORIZATION WARRANTY	12
12.0	FURTHER WARRANTIES	12
13.0	INDEMNIFICATION AND INSURANCE	12
14.0	INTELLECTUAL PROPERTY INDEMNIFICATION.	18
15.0	BUDGET REDUCTIONS	19
16.0	FORCE MAJEURE	20
17.0	CONTRACTOR RESPONSIBILITY AND DEBARMENT.	20
18.0	COMPLIANCE WITH APPLICABLE LAW	22
19.0	FAIR LABOR STANDARDS	23
20.0	NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES	23
21.0	NONDISCRIMINATION IN SERVICES	25
22.0	EMPLOYMENT ELIGIBILITY VERIFICATION	25

23.0 HIRING OF EMPLOYEES 25

24.0 CONFLICT OF INTEREST. 26

25.0 RESOLICITATION OF BIDS, PROPOSALS, SOQs OR INFORMATION 26

26.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE 27

27.0 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS 27

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE 27

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST 27

30.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT 28

31.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM 28

32.0 RECYCLED-BOND PAPER 29

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM 29

34.0 BACKGROUND AND SECURITY INVESTIGATIONS 30

35.0 INTENTIONALLY OMITTED 31

36.0 INTENTIONALLY OMITTED 31

37.0 INTENTIONALLY OMITTED 31

38.0 INTENTIONALLY OMITTED 31

39.0 FEDERAL EARNED INCOME TAX CREDIT. 32

40.0 ASSIGNMENT BY CONTRACTOR 32

41.0 INDEPENDENT CONTRACTOR STATUS 32

42.0 RECORDS AND AUDITS. 33

43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS 35

44.0 NO THIRD PARTY BENEFICIARIES. 35

45.0 MOST FAVORED PUBLIC ENTITY 35

46.0 COUNTY'S QUALITY ASSURANCE PLAN 36

47.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST 37

48.0 INTENTIONALLY OMITTED 37

49.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF MASTER AGREEMENT 37

50.0 SAFELY SURRENDERED BABY LAW. 37

51.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION 38

52.0 PUBLIC RECORDS ACT 38

53.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM 38

54.0 WAIVER 39

55.0 GOVERNING LAW, JURISDICTION, AND VENUE 40

56.0 SEVERABILITY 40

57.0 RIGHTS AND REMEDIES 40

58.0 NON EXCLUSIVITY 40

59.0 FACSIMILE 40

60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM 41

61.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM 42

62.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS 42

63.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM 42

64.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM 42

65.0 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM 43

66.0 TIME OFF FOR VOTING 44

67.0 SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION TRAINING.....44

/

/

/

/

/

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Master Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) (this "Exhibit") have the meanings given to such terms in Paragraph 2.0 (Definitions) of the Master Agreement.

1.0 SUBCONTRACTING

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

1.2 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.

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

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

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

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

1.7 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.

1.8 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:

Los Angeles County Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D 29
Downey, CA 90242
Attention: Ibeth De La Cruz, Contract Analyst

before any subcontractor employee may perform any work hereunder.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Master Agreement. All such disputes shall be subject to the provisions of this Paragraph 2.0 (Dispute Resolution Procedure), (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2.2.2 If County fails to continue without delay to perform its responsibilities under the Master Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional

costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Master Agreement, Contractor and County shall submit the matter as follows:

2.3.1 Contractor and County shall submit the matter to the County Program Manager and Contractor Project Manager for the purpose of endeavoring to resolve such dispute.

2.3.2 If the County Program Manager and Contractor Project Manager are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the County's Administrative Deputy Director and Contractor's president or chief operating officer. These persons shall have five (5) business days to attempt to resolve the dispute.

2.3.3 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Master Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Paragraph 2.3 (Dispute Resolution Procedures), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Master Agreement, County's right to terminate the Master Agreement pursuant to Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), in

each case, of this Exhibit, or any other termination provision under the Master Agreement, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

3.1.1 Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Master Agreement, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 3.0 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 3.0 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of the Master Agreement. Contractor shall provide to County an executed Exhibit E1 (Contractor Employee Acknowledgment and Confidentiality Agreement) of the Agreement for each of its employees performing Work under the Master Agreement, and an executed Exhibit E3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement) of the Master Agreement for each of its non-employees performing Work under the Master Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person, or entity to which Contractor discloses such confidential information.

3.2 Disclosure of Information

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Master Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Master Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Master Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Master Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of the Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of the Master Agreement, County shall not be obligated in any way under the Master Agreement for:

3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;

3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and

3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 25.0 (Resolicitation of Bids, Proposals,SOQ's, or Information).

3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Master Agreement within the following conditions:

3.4.1 Contractor shall develop all publicity material in a professional manner.

3.4.2 During the Term of the Master Agreement, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County Project Director, which shall not be unreasonably withheld or delayed.

3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Master Agreement with County, provided that the

requirements of this Paragraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.

3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Paragraph 3.0 (Confidentiality), may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Master Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

4.1 County may terminate the Master Agreement immediately at any time following the occurrence of any of the following:

4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) calendar 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 United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) calendar days) regarding Contractor under the United States Bankruptcy Code;

4.1.3 The appointment of a receiver or trustee for Contractor; or

4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

4.2 The rights and remedies of County provided in this Paragraph 4.0 (Termination for Insolvency), shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Master Agreement.

4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Master Agreement, County may elect to retain its rights under the Master Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Master Agreement. The foregoing shall survive the termination or expiration of the Master Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

5.1 County may, by written notice to Contractor, terminate the whole or any part of the Master Agreement, if, in the judgment of County's Program Manager:

5.1.1 Contractor has materially breached the Master Agreement; or

5.1.2 Contractor fails to timely provide and/or satisfactorily perform any service, or other work required either under the Master Agreement; or

5.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under the Master Agreement, or of any obligations of the Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

5.2 In the event that County terminates the Master Agreement in whole or in part as provided in Subparagraph 5.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of the Master Agreement to the extent not terminated under the provisions of this Paragraph.

5.3 If, after County has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Paragraph 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6.0 (Termination for Convenience).

5.4 The rights and remedies of County provided in this Paragraph 5.0 (Termination for Default), shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience

The Master Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination 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 thirty (30) calendar days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Paragraph 6.0 (Termination for Convenience), is deemed to prejudice any right of Contractor to make a claim against County in accordance with the Master Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Subparagraph 6.2 (No Prejudice; Sole Remedy), shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.0 INTENTIONALLY OMITTED

9.0 EFFECT OF TERMINATION

9.1 Remedies

In the event that County terminates the Master Agreement in whole or in part as provided in Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, then:

9.1.1 Contractor shall (a) stop performing Work under the Master Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;

9.1.2 Unless County has terminated the Master Agreement pursuant to Paragraph 6.0 (Termination for Convenience), of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

9.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Master Agreement or Work terminated by County;

9.1.4 Contractor shall tender prompt payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Paragraph 11.0 (Liquidated Damages), of the Master Agreement, to the extent applicable; and

9.1.5 Contractor and County shall continue the performance of the Master Agreement to the extent not otherwise terminated.

9.2 Transition Services

Contractor agrees that in the event of any termination of the Master Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor so that there shall be no interruption of County's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Master Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit or Subparagraph 5.3 of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Rate of Compensation) of the Master Agreement, and the agreed upon maximum amount in accordance with a transition plan to be agreed upon, in advance, by County Program Manager and Contractor Project Manager. Contractor further agrees that in the event that County terminates the Master Agreement for any other breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Subparagraph 9.2 (Transition Services), Contractor shall provide to County Program Manager, upon request by County Program Manager, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

9.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Paragraph 9.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Master Agreement.

10.0 WARRANTY AGAINST CONTINGENT FEES

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

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

11.0 AUTHORIZATION WARRANTY

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

12.0 FURTHER WARRANTIES

In addition to the warranties elsewhere in this Master Agreement, Contractor represents warrants and further covenants and agrees to the following:

12.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part of any goods acquired from Contractor, as applicable, until acceptance by the County.

12.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.

12.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in the Master Agreement, including Exhibit B (Statement of Work).

12.4 All Work shall be performed in a timely and professional manner by qualified personnel.

12.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

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

except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

13.2 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of the Master Agreement and until all of its obligations pursuant to the Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 13.2 (General Provisions for All Insurance Coverage) and 13.3 (Insurance Coverage) of the Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to the Master Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to the Master Agreement.

13.2.1 **Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under the Master Agreement.

- Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference the Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in the Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

  County of Los Angeles Probation Department
  Contracts & Grants Management Division
  9150 East Imperial Highway, Room D 29
  Downey, California 90242
  Attention: Ibeth De La Cruz, Contract Analyst

- Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its sub-Contractors which arises from or relates to the Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

13.2.2 **Additional Insured Status and Scope of Coverage**

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

13.2.3 **Cancellation of or Changes in Insurance**

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

13.2.4 **Failure to Maintain Insurance**

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

13.2.5 **Insurer Financial Ratings**

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

13.2.6 **Contractor's Insurance Shall Be Primary**

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

13.2.7 **Waivers of Subrogation**

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to the Master

Agreement. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

13.2.8 **Subcontractor Insurance Coverage Requirements**

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

13.2.9 **Deductibles and Self-Insured Retentions (SIRs)**

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

13.2.10 **Claims Made Coverage**

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

13.2.11 **Application of Excess Liability Coverage**

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

13.2.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.)

separation of insureds provision with no insured versus insured exclusions or limitations.

13.2.13 **Alternative Risk Financing Programs**

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

13.2.14 **County Review and Approval of Insurance Requirements**

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

13.3 Insurance Coverage

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

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

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

13.3.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the

endorsement form shall be modified to provide that County will receive not less than thirty (30) calendar days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law. There shall be no exclusions for animal-related liability.

If Contractor does not have employees, a written statement will be acceptable acknowledging that Contractor does not have employees and therefore, Worker's Compensation Insurance does not apply.

13.3.4 **Professional Liability/Errors and Omissions** insurance covering Contractor's liability arising from or related to the Master Agreement, with limits of not less than $1 million per claim and $2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following the Master Agreement's expiration, termination or cancellation.

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

14.1 Indemnification Obligation

Contractor shall indemnify, hold harmless and defend County, its agents, officers, and employees from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder or the operation and utilization of Contractor's work under the Master Agreement (collectively in this Paragraph 14.0 (Intellectual Property Indemnification) "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14.0 (Intellectual Property Indemnification), shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or the Master Agreement, County shall be entitled to reimbursement for all such costs and expenses.

14.2 Procedures

County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under the Master Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, with another software or product of services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.

14.3 Remedial Acts

If Contractor fails to complete the remedial measures in Subparagraph 14.2 above within forty-five (45) calendar days of the date of the written notice from County or County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, County shall have the right to take such remedial acts as County determines to be reasonable to mitigate any impairment of its use of the software or services or damages or other costs or expenses (in this Subparagraph 14.3, "Remedial Acts"). Contractor shall indemnify County under Subparagraph 13.1 (Indemnification), for all amounts paid and all direct and indirect costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts within ten (10) calendar days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under the Master Agreement up to the total of the amounts paid in connection with County's Remedial Acts.

15.0 BUDGET REDUCTIONS

In the event that the Board 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 master agreements, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the Term of the Master Agreement (including any extensions), and the services to be provided by Contractor under the Master Agreement shall also be reduced correspondingly. County's notice to 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 sentences, Contractor shall continue to provide all of the services set forth in the Master Agreement.

16.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of 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 Contractor and subcontractor, and without any fault or negligence of either of them, 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 Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 16.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

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

17.3 County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of an Agreement,

including the Master Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform an Agreement with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.

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

17.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

17.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that 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 County.

17.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) 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.

17.9 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. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

18.0 COMPLIANCE WITH APPLICABLE LAW

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

18.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 18.0 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or

make any admission, in each case, on behalf of County without County's prior written approval.

19.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act, for Work performed by Contractor's employees.

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

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

20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification, attached hereto as Exhibit D (Contractor's EEO Certification) of the Master Agreement.

20.2 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, or 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.

20.3 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.

20.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including but not limited to:

20.4.1 Title VII, Civil Rights Act of 1964;

20.4.2 Section 504, Rehabilitation Act of 1973;

20.4.3 Age Discrimination Act of 1975;

20.4.4 Title IX, Education Amendments of 1973, as applicable; and

20.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

20.4.6 Fair Employment and Housing Act (California Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285 et seq.)

20.5 Contractor certifies and agrees that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Master Agreement or under any project, program, or activity supported by the Master Agreement.

20.6 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances), when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Master Agreement upon which County may immediately terminate or suspend the Master Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Master Agreement. All determinations of violations made pursuant to this Subparagraph 20.6 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to Subparagraph 2.3 (Dispute Resolution Procedures) of this Exhibit.

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

21.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 21.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

22.1 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 the Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law.

22.2 Contractor shall indemnify, defend, and hold harmless County, its agents, officers, and employees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County 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 hereunder.

23.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term of the Master Agreement and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing,

County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Master Agreement, in the event that: (a) County has the right to terminate the Master Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the Master Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed Subparagraph 2.3 (Dispute Resolution Procedures), or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

24.0 CONFLICT OF INTEREST

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

24.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term of the Master Agreement. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If 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 County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 24.0 (Conflict of Interest) shall be a material breach of the Master Agreement.

25.0 RESOLICITATION OF BIDS, PROPOSALS, SOQs, OR INFORMATION

25.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Master Agreement, County, in its discretion, may exercise its right to invite bids, request information, request for statement of qualifications or request proposals for the continued provision of the goods and services delivered or contemplated under the Master Agreement. County shall make the determination to re-solicit bids, request information, request for statement of qualifications or request proposals in accordance with applicable County policies.

25.2 Contractor acknowledges that County, in its discretion, may enter into a Master Agreement for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, request for statement of qualifications or request for proposals by virtue of its present status as Contractor.

26.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

Contractor and each County Lobbyist or County Lobbying Firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying Firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of the Master Agreement upon which County may immediately terminate or suspend the Master Agreement.

27.0 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

Should Vendor require additional or replacement personnel after the effective date of this Agreement, Vendor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Paragraph, "GAIN") or General Relief Opportunity for Work (in this Paragraph, "GROW") programs who meet Vendor's Minimum Mandatory Qualifications for the open position. For this purpose, consideration shall mean that Vendor will interview qualified candidates. County will refer GAIN participants by job category to Vendor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity. Vendors shall report all job openings with job requirements to GainGrow@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of

a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Master Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of the Master Agreement by Contractor, for which County may immediately terminate the Master Agreement.

30.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

30.1 Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L. A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

30.2 The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

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

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

31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Master Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of the Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

31.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 31.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under the Master Agreement. Without limiting the rights and remedies available to County under any other provision of the Master Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate the Master Agreement pursuant to Paragraph 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

32.0 RECYCLED-BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Master Agreement.

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

The Master Agreement is subject to the provisions of 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 F (Jury Service Ordinance) and incorporated by reference into and made a part of the Master Agreement.

33.2 Written Employee Jury Service Policy

33.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

33.2.2 For purposes of this Paragraph 33.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a master agreement with 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 master agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) 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 ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the master agreement, the subcontractor shall also be subject to the provisions of this Paragraph 33.0 (Compliance with Jury Service Program). The provisions of this Paragraph 33.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Master Agreement.

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

33.2.4 Contractor's violation of this Paragraph 33.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement or bar Contractor from the award of future County master agreements for a period of time consistent with the seriousness of the breach.

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

Background and security investigations of Contractor's staff are required as a condition of beginning and continuing work under the resulting Master Agreement. The cost of background checks is the responsibility of the Contractor. Contractor shall be responsible for the ongoing implementation and monitoring of Master Agreement

Subparagraphs 34.1 through 34.6. On at least a quarterly basis, Contractor shall report, in writing, monitoring results to the County, indicating compliance or problem areas. The elements of monitoring report shall receive prior written approval from County.

34.1 Contractor shall submit the names of Contractor's or Subcontractor's employees to the County Program Manager prior to the employee starting work on this Master Agreement. The COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of Contractor's or Subcontractor's employees, and shall conduct background investigations of Contractor's or Subcontractor's employees at any time. **The Contractor's or Subcontractor's employees shall not begin work on this Master Agreement before receiving written notification of clearance from County.**

34.2 No personnel employed by the Contractor or Subcontractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to County and employment of the employee for this service is approved in writing by the County.

34.3 County reserves the right to preclude Contractor or Subcontractor from employment or continued employment of any individual performing services under this Master Agreement.

34.4 No Contractor or Subcontractor staff providing services under this Master Agreement shall be on active probation or parole.

34.5 Contractor or Subcontractor staff performing services under this Mater Agreement shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.

34.6 Because County is charged by the State for checking the criminal records of Contractor's or Subcontractor's employee, County will bill Contractor to recover expenses. The current amount is $32.00 per record check, which is subject to change by the State.

35.0 INTENTIONALLY OMITTED

36.0 INTENTIONALLY OMITTED

37.0 INTENTIONALLY OMITTED

38.0 INTENTIONALLY OMITTED

39.0 FEDERAL EARNED INCOME TAX CREDIT

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 1015. Copies of the Notice can be obtained by calling 1-800-829-3676 or from the IRS website at www.irs.gov.

40.0 ASSIGNMENT BY CONTRACTOR

40.1 Contractor shall not assign its rights or delegate its duties under the Master Agreement, 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 Subparagraph 40.1, County consent shall require a written Amendment to the Master Agreement, which is formally approved and executed by the parties, and which may be executed by Probation, on behalf of County with the written concurrence of County Counsel. Any payments by County to any approved delegate or assignee on any claim under the Master Agreement shall be deductible, at County's discretion, against claims which Contractor may have against County.

40.2 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, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Subparagraph 40.1 of this Exhibit.

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

41.0 INDEPENDENT CONTRACTOR STATUS

41.1 The Master Agreement is by and between County and 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 County and 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. Contractor shall function as, and in all respects is, an independent Contractor.

41.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to the Master Agreement all compensation and benefits. 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 Contractor.

41.3 Contractor understands and agrees that all persons performing Work pursuant to the Master Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, 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 Contractor pursuant to the Master Agreement.

41.4 Contractor shall adhere to the provisions stated in Paragraph 3.0 (Confidentiality) of this Exhibit A (Additional Terms and Conditions).

42.0 RECORDS AND AUDITS

42.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Master Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Master Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Master Agreement. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 42.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure master agreement prior to any disclosure. The nondisclosure Master Agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to Work performed specifically for the benefit of County. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and

maintained by Contractor and shall be made available to County during the Term of the Master Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

42.2 If an audit is conducted of Contractor specifically regarding the Master Agreement by any Federal or State auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller and County Program Manager within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Master Agreement.

42.3 If, at any time during or after the Term of the Master Agreement, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Master Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Master Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) calendar days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) calendar days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to County Program Manager and Contractor Project Manager. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) calendar day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of County Program Manager, deducted from any amounts due to Contractor from County. If such audit finds

that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

Failure on the part of Contractor to comply with any of the provisions of this Paragraph 42.0 (Records and Audits) shall constitute a material breach upon which County may terminate or suspend the Master Agreement.

43.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS

Contractor shall obtain and maintain in effect during the Term of the Master Agreement all licenses, permits, registrations, accreditations, and certifications required by all Federal, state, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Master Agreement, including but not limited to licenses and board certifications. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the Term of the Master Agreement all licenses, permits, registrations, accreditations, and certifications which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate, in duplicate, to:

County of Los Angeles Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D 29
Downey, California 90242
Attention: Ibeth De La Cruz, Contract Analyst

44.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Master Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Master Agreement, except that this Paragraph 44.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

45.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term of the Master Agreement, provide the same goods and/or substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices

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

46.0 COUNTY'S QUALITY ASSURANCE PLAN

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

46.1 Performance Evaluation Meetings

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

46.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule, or as required by County.

46.3 County shall have the right to remove any Contractor personnel performing services under this Master Agreement who is unsatisfactory in the opinion of County's Program Manager. Contractor personnel will be removed and replaced by Contractor within twenty-four (24) hours when requested to do so by County's Contract Manager.

46.4 Contract Discrepancy Report

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

County's Program Manager will determine whether a formal Contract Discrepancy Report shall be issued as set forth in Exhibit I (Contract Discrepancy Report) of this Master Agreement. Upon receipt of this document, Contractor is required to respond in writing to County's Program Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence.

Contractor shall submit a plan for correction of all deficiencies identified in the Contract Discrepancy Report to County's Program Manager within ten (10) business days of receipt of the Contract Discrepancy Report.

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

Should Contractor require additional or replacement personnel after the effective date of the Master Agreement to perform the services set forth herein, 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 the Master Agreement.

48.0 INTENTIONALLY OMITTED

49.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF MASTER AGREEMENT

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

50.0 SAFELY SURRENDERED BABY LAW

50.1 Notice to Employees

Contractor shall notify and provide to its employees performing Work under the Master Agreement 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 G (Safely Surrendered Baby Law) of the Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post

County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

51.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Contractor and County agree that, during the term of the Master Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

52.0 PUBLIC RECORDS ACT

52.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Paragraph 42.0 (Records and Audits) of this Exhibit, as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for the Master Agreement, become the exclusive property of 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." 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.

52.2 In the event 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 bid/proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

53.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

53.1 The Master Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

53.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

53.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

53.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded the Master Agreement to which it would not otherwise have been entitled, shall:

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

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

54.0 WAIVER

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

55.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Master Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to Master Agreements made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

56.0 SEVERABILITY

If any provision of the Master Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Master Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Master Agreement fails of its essential purpose because of such deletion.

57.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Paragraph, as well as throughout the Master Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under the Master Agreement, at law, or in equity.

58.0 NON EXCLUSIVITY

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

59.0 FACSIMILE

Except for the parties initial signatures to the Master Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other

correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

60.1 The Master Agreement 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.

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

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

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

1. Pay to County any difference between the Master Agreement amount and what County's costs would have been if the Master Agreement had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Master Agreement; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status

would no longer be eligible for certification, and fails to notify the State, the Department of Consumer and Business Affairs and Internal Services Department (ISD) of this information prior to responding to a solicitation or accepting a contract award.

61.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

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

62.0 TERMINATION FOR NON APPROPRIATION OF FUNDS

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

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

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

63.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Term of the Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206, attached as Exhibit H (Defaulted Property Tax Reduction Program) of this Master Agreement.

64.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 63.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) above shall constitute default under the Master Agreement. Without limiting the rights and remedies available to County under any other provision of

the Master Agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate the Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

65.0 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM (DVBE)

65.1 The County will give preference during the solicitation process to businesses that meet the definition of a Disabled Veteran Business Enterprise, consistent with Chapter 2.211 of the Los Angeles County Code. A Disabled Veteran Business Enterprise Vendor is defined as:

1) A business which is certified by the State of California as a Disabled Veteran Business Enterprise; or

2) A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).

65.2 Certified Disabled Veteran Business Enterprise Vendors must request the preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification is affirmed.

65.3 In no case shall the Disabled Veteran Business Enterprise Preference Program price or scoring preference be combined with any other county preference program to exceed eight percent (8%) in response to any county solicitation.

65.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Disabled Veteran Business Enterprise.

65.5 To request the Disabled Veteran Business Enterprise Preference, Proposer must complete and submit the Exhibit 13 (Request For DVBE Preference Program Consideration), Appendix D (Required Forms), with supporting documentation with their SOQ.

65.6 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at http://www.pd.dgs.ca.gov/

65.7 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: http://www.vetbiz.gov/

66.0 TIME OFF FOR VOTING

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

67.0 SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION TRAINING

67.1 Contractor shall provide training to their employees on sexual harassment, discrimination, and retaliation. This training shall be comparable to that provided by the County of Los Angeles Probation Department to its own staff based upon Los Angeles County Code Section 5.09 as referenced in Exhibit M (Sexual Harassment Policy).

67.2 Contractor shall provide County of Los Angeles Probation Department with a certification referenced in Exhibit M1 (Sexual Harassment/ Discrimination/Retaliation Prohibited Form) noting that each individual employee has received the requisite training and has acknowledged in writing that he/she received the training and is familiar with the policies and reporting procedures. Such confirmation documentation will be required from Contractor's staff before performing services under this Master Agreement.

/

/

/

APPENDIX A
MODEL MASTER AGREEMENT

EXHIBIT B

STATEMENT OF WORK

NOT ATTACHED TO SAMPLE MASTER AGREEMENT; SEE APPENDIX B (STATEMENT OF WORK) OF THE RFSQ

APPENDIX A

MODEL MASTER AGREEMENT

EXHIBIT C

RATE OF COMPENSATION

RATE OF COMPENSATION

Pursuant to Subparagraph 8.3 (Rate of Compensation) of the Master Agreement, Contractor shall be paid for Work performed at the all-inclusive rates below. The all-inclusive rates shall remain firm and fixed for the Term of the Master Agreement. Contractor shall invoice County in accordance with Paragraph 10.0 (Invoices and Payments) of the Master Agreement.

The rate of compensation for pre-employment polygraph examinations under this Master Agreement is as follows:

1. An all-inclusive rate of $75.00 per hour for polygraph examinations services, including a "No-Show" or "No Exam", unless the "No-Show" or "No Exam" is the last scheduled polygraph examination of the day. Refer to number 3 below if "No-Show" or "No-Exam" is the last scheduled polygraph examination.

2. County and Contractor acknowledge that most examinations are generally two (2) hours in length. County and Contractor also agree to provide Contractor with pre-examination preparation time and post-examination reporting time. County will provide Contractor with not less than one (1) hour of cumulative time for pre-examination and post-examination Work and one (1) hour to perform an independent Quality Control/Peer Review on each examination prior to submission to the County Program Manager. Therefore, all completed polygraph examinations will be billed at a four (4) hour minimum.

3. An all-inclusive rate of $85.00 for each scheduled polygraph examination that is a "No-Show" or "No Exam" when the "No-Show" or "No Exam" is the last scheduled polygraph exam and is verified by the County Program Manager.

   All "No-Show" or "No Exams" that are not the last scheduled exam of the day will be billed at three (3) hours and will exclude the Quality Control/Peer Review one (1) hour charge.

4. Exams including Quality Control that exceed the four (4) hour minimum require prior approval by the County Program Manager and must provide a justification in the "comments" section of Attachment 1 (Examination Log) of Exhibit B (Statement of Work) of the Master Agreement.

All rates are fixed and shall remain firm for the Term of the Agreement.

APPENDIX A
MODEL MASTER AGREEMENT

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

Exhibit D
CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	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, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

APPENDIX A
MODEL MASTER AGREEMENT

EXHIBIT E1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____

Work Order No._____ County Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor 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 Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

APPENDIX A
MODEL MASTER AGREEMENT

EXHIBIT E2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Exhibit E2
CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Master Agreement No._____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

APPENDIX A
MODEL MASTER AGREEMENT

EXHIBIT E3

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Exhibit E3
CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

APPENDIX A
MODEL MASTER AGREEMENT

EXHIBIT F

JURY SERVICE ORDINANCE

NOT ATTACHED TO SAMPLE MASTER AGREEMENT; SEE APPENDIX G (JURY SERVICE ORDINANCE) OF THE RFSQ

APPENDIX A
MODEL MASTER AGREEMENT

EXHIBIT G

SAFELY SURRENDERED BABY LAW

NOT ATTACHED TO SAMPLE MASTER AGREEMENT; SEE APPENDIX J (SAFELY SURRENDERED BABY LAW) OF THE RFSQ

APPENDIX A
MODEL MASTER AGREEMENT

EXHIBIT H

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

NOT ATTACHED TO SAMPLE MASTER AGREEMENT; SEE APPENDIX K (DEFAULTED PROPERTY TAX REDUCTION PROGRAM) OF THE RFSQ

APPENDIX A
MODEL MASTER AGREEMENT

EXHIBIT I

CONTRACT DISCREPANCY REPORT

Exhibit I
CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared by County:** _____ **Received by Contractor:** _____

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 _____

APPENDIX A
MODEL MASTER AGREEMENT

EXHIBIT J

INVOICE DISCREPANCY REPORT

Exhibit J
INVOICE DISCREPANCY REPORT

1. **INVOICE DISCREPANCY** to be completed by County Program Manager

   Today's Date:_____

   Contractor:_____

   Phone Number:_____

   Date of Subject Invoice: _____

   Description of Issues with Subject Invoice:

   _____

   _____

   _____

   Signed: _____ Date: _____
   County Program Manager (CPM)

2. **CONTRACTOR RESPONSE** (to be completed by Contractor Project Manager)

   Date received from CPD: _____

   Explanation regarding Issues with Subject Invoice: _____

   _____

   _____

   Corrective Action Taken: _____

   _____

   _____

   Signed:_____ Date:_____
   Contractor Project Manager

3. **COUNTY EVALUATION** of Contractor's Response and Action taken.

   _____

   _____

4. **Approved by COUNTY:**

   _____ Date: _____

   _____ Date: _____

5. **Contractor Notified on**_____ Date: _____

INSTRUCTIONS
CPM : Forward Invoice Discrepancy Report to the Contractor for investigation and response.
Contractor: Must respond to CPM in writing within ten (10) calendar days of receipt of Invoice Discrepancy Report.
Copy Contract Analyst

APPENDIX A
MODEL MASTER AGREEMENT

EXHIBIT K

COUNTY'S ADMINISTRATION

Exhibit K
COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO.

COUNTY'S CONTRACT MANAGER:

Name:	Tasha Howard
Title:	Contracts and Grants Division Director
Address:	9150 East Imperial Highway, Room D-29
	Downey, CA 90242
Telephone:	562-940-2728
Facsimile	562-658-2307
E-Mail Address:	Latasha.Howard@probation.lacounty.gov

COUNTY'S PROGRAM MANAGER:

Name:	Jennifer Kaufman
Title:	Senior Probation Director
Address:	9150 East Imperial Highway, Room N-16
	Downey, CA 90242
Telephone:	(562) 658-1718
Facsimile	
E-Mail Address:	Jennifer.Kaufman@probation.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name:	Ibeth De La Cruz
Title:	Contract Analyst
Address:	9150 East Imperial Highway, Room D-29
	Downey, CA 90242
Telephone:	562-658-4319
Facsimile	562-658-3397
E-Mail Address:	Ibeth.DeLaCruz@probation.lacounty.gov

COUNTY'S CONTRACT MONITOR:

Name:	Sandra Torres
Title:	Supervising Program Analyst
Address:	7639 South Painter Avenue
	Whittier, CA 90602
Telephone:	562-907-3004
Facsimile	562-464-2831
E-Mail Address:	Sandra.Torres@probation.lacounty.gov

APPENDIX A
MODEL MASTER AGREEMENT

EXHIBIT L

CONTRACTOR'S ADMINISTRATION

Exhibit L
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile _____

E-Mail Address: _____

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile _____

E-Mail Address: _____

APPENDIX A
MODEL MASTER AGREEMENT

EXHIBIT M

SEXUAL HARASSMENT POLICY

Exhibit M

Chapter 5.09 SEXUAL HARASSMENT POLICY

5.09.010 Sexual harassment prohibited.

5.09.020 Sexual harassment defined.

5.09.030 Responsibilities of county personnel.

5.09.010 Sexual harassment prohibited.

Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. It is the policy of the county of Los Angeles that sexual harassment is unacceptable and will not be tolerated. It is improper and against this policy for a county officer or employee to ask for or receive sexual favors from another county employee or prospective employee in return for or as a condition of county employment, promotion, job retention, a particular job or duty assignment, or any other action relating to county employment. It shall be the policy of the county of Los Angeles to:

A. Dissuade such practices through communication, training and other appropriate methods that will sensitize employees and all persons involved with the county work force concerning sexual harassment issues;

B. Investigate all observed or reported instances of sexual harassment, and take appropriate corrective action, including disciplinary action, when warranted;

C. Provide an internal complaint process for employees who experience or witness a violation of the sexual harassment policy which will protect employee confidentiality to the extent legally permissible, shield the individual from retaliation, and allow for appropriate corrective action. (Ord. 94-0074 § 2 (part), 1994.)

5.09.020 Sexual harassment defined.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

A. Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or

B. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or

C. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment. (Ord. 94-0074 § 2 (part), 1994.)

5.09.030 Responsibilities of county personnel.

A. County employees: All county employees are responsible for assuring that sexual harassment does not occur in the Los Angeles County work environment.

Any employee who believes that she or he has been the object of or has been affected by sexual harassment in county work situations, or who is aware of an occurrence of sexual harassment, should report any such action or incidents to his or her supervisors, department head, departmental affirmative action coordinator or the county's affirmative action compliance officer so that the matter can be promptly investigated and appropriate corrective action considered.

B. Department heads: Each department head shall be responsible for promoting a work environment free from sexual harassment in his or her department. Each department head shall personally acknowledge his or her commitment to the county's sexual harassment policy by assuring that:

1. The county's sexual harassment policy is disseminated to every employee in the department;

2. All managers and supervisory personnel are held accountable for complying with the county's sexual harassment policy; and

3. A process for promptly responding to and resolving sexual harassment complaints within the department is in place and is communicated to all employees.

C. Managers and supervisory personnel: Managers and supervisory personnel are responsible for the prevention and correction of sexual harassment occurrences in their areas of responsibility. Managers and supervisory personnel at all levels are responsible for:

1. Ensuring that all employees in their areas of responsibility are aware of the county's sexual harassment policy;

2. Ensuring that all personnel decisions are made in accordance with this policy; and

3. Implementing and/or recommending immediate and appropriate corrective action when warranted.

D. Office of Affirmative Action Compliance (OAAC): The OAAC is responsible for the following:

1. Educating managers, supervisors and employees, and informing them of their rights and responsibilities under the county's sexual harassment policy;

2. Developing processes for conducting investigations of alleged violations and advising management on corrective actions when such actions appear to be warranted;

3. Investigating employee complaints of sexual harassment when filed with the OAAC;

4. Responding to charges of sexual harassment filed by county employees with state and federal enforcement agencies; and

5. Investigating, at the request of a department head, employee complaints of sexual harassment or complaints of other types of employment discrimination, harassment or related misconduct prohibited by federal or state law, or County ordinance, policy, or departmental regulation. (Ord. 2003-0040 § 1, 2003: Ord. 94-0074 § 2 (part), 1994

APPENDIX A
MODEL MASTER AGREEMENT

EXHIBIT M1

SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION PROHIBITED FORM

Exhibit M1
SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION PROHIBITED FORM

A copy of this completed document must be forwarded to the Los Angeles COUNTY Probation Department Contract Manager within five (5) business days of start of employment. All staff assigned/working under the Contract must complete a Sexual Harassment/Discrimination/Retaliation Prohibited form. Please forward a copy as follows:

Los Angeles COUNTY Probation Department
Attn: Contracts & Grants Management Division
9150 E. Imperial Hwy., Rm. D-29
Downey, CA 90242

Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment

The County of Los Angeles has a policy that sexual harassment is unacceptable and will not be tolerated. In addition, the County of Los Angeles has a policy that individuals should be educated and informed of their rights and responsibilities. Based upon the existence of a Contract, all Contractors' employees assigned under the Contract shall receive sexual harassment training and be familiar with policies and reporting procedures. Such training shall be provided by the CONTRACTOR and shall include the following at a minimum:

1. Definition of Sexual Harassment
2. Definition of Discrimination
3. Definition of Retaliation
4. Their Rights
5. Their Responsibilities
6. Procedure for Reporting Discrimination/Harassment/Retaliation with the Contractor
7. Procedure for Filing a Complaint of Discrimination/Harassment/Retaliation with the Contractor

NAME (PRINT):	
POSITION:	
SIGNATURE:	DATE:

APPENDIX A
MODEL MASTER AGREEMENT

EXHIBIT N

BACKGROUND REQUEST FORM

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT - PERSONNEL SERVICES OFFICE
BACKGROUND REQUEST FORM
(Fax 562- 803-0753)

Requesting Agency: _____

Agency Address: _____

City and Zip Code: _____

Agency Contact Person: _____

Telephone No.: _____

Fax No.: _____

LEAD AGENCY (if different) _____

	Completed by Requesting Agency				Completed by Central Processing Unit	
	Applicant's Name	Applicant's Position	Available Dates & Times		Appointment Date	Appointment Time
1						
2						
3						
4						
5						
6						
7						
8						

Instructions to Applicants:

1. Prior to the background interview you will complete the application in black ink.
2. Please bring valid photo identification. (Example: CA Driver's License, CA Identification Card).

CONTRACT BACKGROUND APPLICATION

BTS# _____

CONTRACTOR NAME _____

POSITION _____

1. LAST NAME	FIRST NAME	MIDDLE NAME	2. Social Security Number
3. RESIDENCE – Street and Number		City and Zip Code	
4. Since (date)	5. Email Address	6. Telephone	
7. Date Residence Established in California and L.A. County			8. BIRTHDATE
9. DRIVER'S LICENSE (OPERATORS OR CHAUFFEURS LICENSE SERIAL NUMBER)		10. Expiration Date	

11.	Have you, as a juvenile or adult, ever been convicted, fined, imprisoned, arrested, or placed on probation or a suspended sentence, or have you forfeited bail in connection with any offense (misdemeanor or felony) in any criminal, civil or military court of law on or after your 15th birthday? (Include any current investigations or pending charges).	yes _____	No _____
12.	Do you have any felony convictions within the past ten (10) years?	Yes _____	No _____
13.	Have you been convicted for use/possession or admitted to use /possession of any controlled substance within the past five (5) years?	Yes _____	No _____
14.	Do you have any convictions with elements of violence (assault, battery, mayhem, etc.) within the past five (5) years?	Yes _____	No _____
15.	Do you have any convictions relating to the use of weapons?	Yes _____	No _____
16.	Do you have any convictions or admissions for theft?	Yes _____	No _____
17.	Do you have any convictions or admissions for falsification of public records, including employment records?	Yes _____	No _____
18.	Have you ever been convicted for crimes against property within the past two (2) years?	Yes _____	No _____
19.	Have you ever been convicted for any sex crimes?	Yes _____	No _____
20.	Have you ever been convicted for crimes against children?	Yes _____	No _____
21.	Are you presently on probation, formal or informal, or diversion? (Must be off probation at least one [1] year prior to completion of application)	Yes _____	No _____
22.	Do you have more than five (5) vehicle code citations/moving violations, convictions, or at fault accidents within the past five (5) years?	Yes _____	No _____
23.	Have you ever been convicted of Driving Under the Influence (DUI)? (No more than one [1] in the past five [5] years?	Yes _____	No _____
24.	Do you have any outstanding failures to appear?	Yes _____	No _____
25.	Have you been convicted for any hit and run accidents within the past five (5) years?	Yes _____	No _____

If "Yes," give the following information for each offense. If additional space is needed, please attach a separate page.

Age at Time of Action	Date	Police Department or Court	Charge	Disposition

26. Have you ever been convicted of a crime under a different name? If so, please list

27. Have you ever been discharged or asked to resign? If yes, include employer name, address, contact number and date of occurrence.

28. ALL STATEMENTS MADE HEREIN BY ME ARE TRUE TO THE BEST OF MY KNOWLEDGE. FAILURE TO DISCLOSE OR FALSIFY ANY INFORMATION MAY RESULT IN DISQUALIFICATION.

Signature of Applicant | Date

29. Check the work function that best describes the type of work you will perform.

Work Function #1
Care, Oversight, or Protection of Persons Through Direct Contact with Such Persons (e.g., Physician, Nurse, Clinical Social Worker, etc.).

Work Function #2
Direct or Indirect Access to Funds or Negotiable Instruments (e.g., Assistant Deputy Director, Finance Manager, Cashier, etc.).

Work Function #3
Requirement of State and/or Professional Licensing (e.g., Registered Nurse, Physician, Optometrist, Pharmacist, Physical Therapist, etc.).

Work Function #4
Public Safety or Law Enforcement (e.g., Environmental Health Specialist, Public Health Investigator, etc.)

Work Function #5
Access to or Charge for Drugs or Narcotics (e.g., Pharmacist Tech, Pharmacy Helper, Physician, Registered Nurse, Clinical Pharmacist, etc.).

Work Function #6
Access to Confidential or Classified Information, Including Criminal Conviction Information (e.g., Personnel Officer, Systems Analyst, Patient Resources Worker, Eligibility Worker, etc.).

Work Function #7
Charge of or Access to County, Public or Private Property (e.g., Warehouse Worker, Custodian, Materials Manager, Facilities Manager, etc.)

REVIEWED BY -

SIGNATURE	TITLE	DEPARTMENT	DATE

PLEASE TYPEWRITE OR PRINT IN BLACK INK

L. Bdgt\Forms\Contract Emp Info.doc

Revised 7/2009

APPENDIX B

STATEMENT OF WORK

AS-NEEDED POLYGRAPH EXAMINATION SERVICES

TABLE OF CONTENTS

Section		Page
1.0	SCOPE OF WORK	1
2.0	SPECIFIC WORK REQUIREMENTS	1
3.0	CONTRACTOR RESPONSIBILITIES	5
4.0	HOURS/DAY OF WORK	6
5.0	WORK SCHEDULES	6
6.0	CONTRACTOR'S OFFICE	7
7.0	QUALITY CONTROL	7
8.0	ASSUMPTIONS	7

STATEMENT OF WORK

Capitalized terms used in this Statement of Work (SOW) without definition herein shall have the meanings given to such terms in Section 2.0 (Definitions) of the Master Agreement.

1.0 SCOPE OF WORK

1.1 This SOW defines specific tasks and responsibilities of Contractor in providing Polygraph Examination Services for the Los Angeles County (County) Probation Department (Department), on an as-needed basis.

1.2 Approval and execution by the Los Angeles County Board of Supervisors of a Master Agreement, and execution of a Master Agreement by the Contractor and the Department, do not guarantee Work will be offered to Contractor. Work will be distributed to qualified Contractors as specified in Attachment 3 (Guidelines for the Distribution of Work) of this SOW.

2.0 SPECIFIC WORK REQUIREMENTS

Contractor shall perform pre-employment polygraph examinations on Polygraph Examinees referred by the Department. Services shall be provided at the Contractor's service area site within the geographical areas listed in Attachment 4 (Geographical Areas) of Appendix B (Statement of Work) for which services are being proposed.

2.1 Observance of the rights of Polygraph Examinees.

2.1.1 Contractor shall not render a conclusive diagnosis when the physiological records lack sufficient quality and clarity. This may include, but is not limited to, excessively distorted recordings, records with insufficient response capability, or records with tracing amplitudes below those generally accepted by the profession.

2.1.2 Contractor shall afford each Polygraph Examinee a reasonable opportunity to explain questionable responses, both verbally and in writing.

2.1.3 Contractor shall not disclose to any person, any personal information gained during the course of a polygraph examination which has no connection to the relevant issue, and which may

embarrass or unnecessarily violate the privacy of the Polygraph Examinee, except where such disclosure is required by law, or is a part of the preemployment examination information.

2.2 Pre-test Interview for Polygraph Examinations.

2.2.1 Contractor shall conduct a pretest interview with the Polygraph Examinee to determine if the subject is testable. The pretest interview will provide a baseline for body language and neurolinguistics, and psychologically prepare the Polygraph Examinee for the examination.

2.2.2 Contractor shall make a reasonable effort to determine the fitness of the Polygraph Examinee for testing. Where allowed by law, basic inquiries into the medical and psychological condition of the Polygraph Examinee, as well as any recent drug use, should be made. Contractor shall not conduct an examination if valid results cannot be reasonably foreseen.

2.2.3 If the Contractor has a reasonable doubt concerning the fitness of the Polygraph Examinee to safely undergo a polygraph examination, based on medical disclosures, the Background Investigator will request a release from the Polygraph Examinee's physician.

2.3 Polygraph Examinations.

2.3.1 Contractor shall conduct comprehensive interviews with Polygraph Examinees in order to gather background information relevant to the polygraph examination.

2.3.2 Contractor shall develop questions for the examination and review the questions with the Polygraph Examinee.

2.3.3 Contractor shall ask examination questions with clarity and distinctiveness.

2.3.4 Contractor's examination questions shall be balanced in terms of length and impact for each category of questions utilized. Questions used in the assessment of truth and deception shall be preceded and followed by time intervals of not

less than twenty (20) seconds. When approved and validated research supports the use of another time interval, that time span shall prevail.

2.3.5 Contractor shall collect a sufficient number of charts so as to acquire sufficient data for proper evaluation, in conformance with a validated testing technique.

2.3.6 Contractor shall use standardized chart markings that are recognized and utilized as "accepted practice" within the polygraph profession.

2.3.7 Contractor shall conduct no fewer than four polygraph charts for each examination, including a Stimulus test or Calibration and verification of Sensitivity question set.

2.3.8 All polygraph examinations shall be reviewed for quality and accuracy prior to submission of the final report to the County Program Manager.

2.4 Polygraph Examination Scoring.

2.4.1 Contractor shall employ quantitative, numerical, and algorithm scoring for all polygraph examinations.

2.4.2 Contractor shall analyze the Polygraph Examinee's physiological responses and form an opinion as to the subject exhibiting "Significant Response", "No Significant Response", "Deception Indicated", "No Deception Indicated", "Inconclusive" or "Countermeasures".

2.4.3 Contractor's notes of the polygraph examination evaluation shall have sufficient clarity and precision so that another examiner could read them.

2.4.4 Contractor shall not disclose the results of the polygraph examination until it has been adequately and sufficiently analyzed.

2.4.5 Contractor shall maintain the confidentiality of Work conducted until a release by the Polygraph Examinee is obtained, and approval for any disclosure of information is obtained, by the County Program Manager.

2.5 Post-Examination Notifications of Results.

Contractor shall afford each Polygraph Examinee a reasonable opportunity to explain, verbally and in writing, questionable responses to relevant questions in the recordings, except in instances where time or operational necessity dictate otherwise.

2.6 Restriction on Rendering Opinions.

Contractor shall not provide any report or opinion regarding the medical or psychological condition of the Polygraph Examinee for which he is not professionally qualified to make. Contractor may describe the appearance or behavior of the Polygraph Examinee. Polygraph outcome decisions shall only be based on the analysis of the polygraph data gathered.

2.7 Reporting Standards.

Contractor shall not knowingly submit a misleading or false polygraph examination report. Each polygraph report shall be factual and impartial. Each polygraph examination report shall represent an objective account of the information developed during the examination.

2.7.1 Contractor shall prepare computer generated reports using .doc, .docx (Microsoft Word) formats.

2.7.2 Contractor shall log polygraph examinations using Attachment 1 (Examination Log) to this SOW. The Examination Log shall be attached to Attachment 2 (Billing Log) and emailed to the County's central email depository Polygraph@Probation.lacounty.gov, no later than one week following the month of service.

2.7.3 Contractor shall complete and email polygraph examination reports to the County's central email depository Polygraph@Probation.lacounty.gov, no later than five (5) business days following the examination, unless otherwise approved in writing by County Program Manager.

2.7.4 Contractor shall keep the County Program Manager informed of all pertinent information concerning Polygraph Examinee, pre-employment polygraph examinations, scheduling conflicts,

conflicts of interest, or personal criminal issues.

2.8 Instrumentation and Recording.

2.8.1 Contractor shall conduct polygraph examinations with a County-approved four to six channel polygraph instrument designed to collect physiological data from the Polygraph Examinee. The polygraph instrument shall have the following capabilities:

2.8.1.1 Respiration patterns recorded by pneumograph components.

2.8.1.2 Thoracic and abdominal patterns shall be recorded separately, using two pneumograph components.

2.8.1.3 Electrodermal activity reflecting relative changes in the conductance or resistance of current by the epidermal tissue.

2.8.1.4 Heart rate, blood volume, and blood pressure shall be recorded using a standard medical blood pressure cuff and sphygmograph.

2.8.1.5 Movement of the subject's lower extremities shall be monitored by the motion sensor.

2.8.1.6 Physiological recording during each examination shall be continuous and shall be of sufficient amplitude to be easily readable by the Contractor and any reviewing polygraph examiner.

3.0 CONTRACTOR RESPONSIBILITIES

3.1 Contractor shall ensure the service area site(s) office includes an exam room. The Contractor shall ensure the exam room is free from distractions that would interfere with the ability of the Polygraph Examinee to focus on the issues being addressed. The examination site should be relatively free from outside noises and distraction.

3.2 Contractor shall be required to provide its own polygraph instrument and materials at no additional cost to the County. All instrument and materials must be approved by the County Program Manager.

Contractor shall be responsible for making repairs and adjustments to its personal polygraph instruments.

3.3 Contractor shall provide all personnel and equipment, and supplies necessary to perform all services required by the Statement of Work, which includes but is not limited to:

3.3.1 Polygraph instrument;

3.3.2 Examination room;

3.3.3 Examination room furniture;

3.3.4 Video and/or audio equipment;

3.3.5 Office space required to prepare for, and follow-up on, polygraph examinations, and prepare required reports and opinions; and

3.3.6 Telephone, fax machine, copier, and computer with software

4.0 HOURS/DAY OF WORK

4.1 Contractor shall conduct Polygraph examinations seven days a week, except on approved County Holidays, depending on the needs of the Department. County Program Manager will provide Contractor a list of approved County Holidays upon request by Contractor.

4.2 Contractor's Work hours may vary, depending on the needs of the Department. Generally, Work hours range from 7:00 a.m. to 7:00 p.m. (Pacific Time).

5.0 WORK SCHEDULES

5.1 Polygraph examinations will be scheduled in accordance with Attachment 3 (Guidelines for the Distribution of Work) of this SOW.

5.2 Contractor shall not administer more than three polygraph exams in one day. There is no minimum number of exams for any time period.

5.3 Contractor's requests for scheduling variances shall be made and approved by the County Program Manager. Requests must be made via telephone to the County Program Manager one week prior to the date change.

6.0 CONTRACTOR'S OFFICE

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Pacific Time, by at least one employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **Contractor shall respond to calls received by the answering service within two (2) hours of receipt of the call.**

7.0 QUALITY CONTROL

7.1 Contractor shall conduct an independent Quality Control review in accordance with guidelines established by the California Association of Polygraph Examiners, of each polygraph completed at no additional cost to the County.

7.2 Contractor shall be required to perform Quality Control and/or Peer Review on each examination prior to submission to the County Program Manager.

7.3 Contractor shall maintain all completed work, including audio/video recordings, computerized charts, reports and any written documentation produced as a result of any and all polygraph examinations for review, if necessary, by the County Program Manager.

7.4 The Contractor shall abide by Quality Control guidelines established by the County, including completing any corrective action as identified by County Program Manager.

7.5 The County will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis, pursuant to Exhibit A (Additional Terms and Conditions), Paragraph 46.0 (County's Quality Assurance Plan) of the Master Agreement.

8.0 ASSUMPTIONS

8.1 The County will administer the Agreement according to Paragraph 3.0 (Administration of Master Agreement - County) of the Master Agreement.

Specific duties will include:

a. Monitoring the Contractor's performance in the daily operation of this Agreement;

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

c. Preparing Amendments in accordance with the Paragraph 6.0 (Amendments) of the Master Agreement.

/

/

/

APPENDIX B
STATEMENT OF WORK

ATTACHMENT 1
EXAMINATION LOG

ATTACHMENT 1
POLYGRAPH EXAMINATION LOG

Contractor:
Master Agreement #:
Month/Year:

	Date	Test #	Applicant (Last, First Name)	Exam Type (Pre, SI)	Examiner	Location	Result (NSR, SR, Incl, NDI, DI, No Show, Reject)	Total Hours	QC (Y or N)	Comments
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										

APPENDIX B
STATEMENT OF WORK

ATTACHMENT 2
BILLING LOG

ATTACHMENT 2
CONTRACTOR POLYGRAPH BILLING LOG

Contractor:
Master Agreement #:
Month/Year:

Date										
No. of Completed Exams										
Completed Exam Hours										
No. of No Shows @ Min. 3 Hrs										
No. of No Show @ Flat $85										

Date										
No. of Completed Exams										
Completed Exam Hours										
No. of No Shows @ Min. 3 Hrs										
No. of No Show @ Flat $85										

Date										
No. of Completed Exams										
Completed Exam Hours										
No. of No Shows @ Min. 3 Hrs										
No. of No Show @ Flat $85										

Note: With the exception of the last test of the day, no show of the day is a minimum of 3 hours at $75 per hour. Last test no show of day is a flat rate of $85.

Total No. of Completed Exams		
Total Completed Exam Hours	$75	$0
Total No Shows @ 3 Hours	$75	$0
Total No Shows @ Flat Rate	$85	$0
Total Quality Control Hours	$75	$0
TOTAL BILLING		$0

Contractor's Signature _____
Print Name _____ Date _____

Invoice Approved By _____
Print Name _____ Date _____

APPENDIX B
STATEMENT OF WORK

ATTACHMENT 3
GUIDELINES FOR THE DISTRIBUTION OF WORK

Attachment 3

GUIDELINES FOR THE DISTRIBUTION OF WORK

Contractors under the Master Agreement have no guarantee of Work. They are utilized on an intermittent, "as-needed" basis.

On or around the 15th of each calendar month, each Contractor with a Master Agreement will be asked to submit a calendar of availability for the following calendar month. The calendar shall be submitted to the County Program Manager or designee.

The calendar of availability will be used by the Department's background investigators, clerical staff, or County Program Manager to assign Contractors to fill the daily polygraph schedules. Contractors will be scheduled in the following manner:

In order to ensure that Work is dispersed equitably and fairly, Contractors will be utilized on a rotational basis, by availability, and geographical areas listed in Attachment 4 (Geographical Areas). The Department will prioritize the scheduling of polygraph exams at locations most beneficial to the Department and Polygraph Examinees. Each daily schedule will be finalized at least three calendar days prior to the actual testing date. It is the individual Contractor's responsibility to contact the County Program Manager or designee to ascertain if they have Work scheduled for any individual day. County Program Manager has the sole discretion to issue Work to any of the Contractors.

APPENDIX B
STATEMENT OF WORK

ATTACHMENT 4
GEOGRAPHICAL AREAS

Attachment 4

GEOGRAPHICAL AREAS

Geographical Areas	
Area 1	Los Angeles Area and contiguous cities
Area 2	San Gabriel Valley Area and contiguous cities
Area 3	San Fernando Valley Area and contiguous cities
Area 4	Long Beach Area and contiguous cities
Area 5	Antelope Valley Area and contiguous cities

*Geographical Areas may be modified based on County's needs.

APPENDIX C

INTENTIONALLY OMITTED

AS-NEEDED POLYGRAPH EXAMINATION SERVICES

APPENDIX D

REQUIRED FORMS

AS-NEEDED POLYGRAPH EXAMINATION SERVICES

APPENDIX D
REQUIRED FORMS
TABLE OF CONTENTS

EXHIBIT	BUSINESS FORMS
1	VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT
2	PROSPECTIVE CONTRACTOR REFERENCES
3	PROSPECTIVE CONTRACTOR LIST OF CONTRACTS
4	PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS
5	CERTIFICATION OF NO CONFLICT OF INTEREST
6	FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION
7	COUNTY OF LOS ANGELES - COMMUNITY BUSINESS ENTERPRISE PROGRAM (CBE) REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
8	VENDOR'S EEO CERTIFICATION
9	ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
10	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION
11	CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED TAX REDUCTION PROGRAM
12	PROFICIENCY EXAMINATION
13	REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION

REQUIRED FORMS - EXHIBIT 1

VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date, and sign this form and include it in Section A.1 of the SOQ. The person signing the form must be authorized to sign on behalf of the Vendor and to bind Vendor in a Master Agreement.

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

   _____ _____ _____
   Name State Year Inc.

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

   _____

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

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

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

   Name of parent firm: _____

   State of incorporation or registration of parent firm: _____

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

Name	Year of Name Change
_____	_____
_____	_____

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

   _____

Vendor acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Qualifications listed in Paragraph 1.4 - Minimum Mandatory Qualifications, of this Request for Statement of Qualifications (RFSQ), as listed below.

Check appropriate box(s) and provide address:

1.4.1 Vendor must have a service area site within the Geographical Areas listed in Attachment 4 (Geographical Areas) of Appendix B (Statement of Work) of this RFSQ, for which services are being proposed. The address to the service areas site(s) **must** be included in Exhibit 1 (Vendor's Organization Questionnaire/Affidavit) of Appendix D (Required Forms), of this RFSQ.

☐ Area 1 – Los Angeles Area and contiguous cities

Address: _____

City: _____

Zip Code: _____

☐ Area 2 – San Gabriel Valley Area and contiguous cities

Address: _____

City: _____

Zip Code: _____

☐ Area 3 – San Fernando Valley Area and contiguous cities

Address: _____

City: _____

Zip Code: _____

☐ Area 4 – Long Beach Area and contiguous cities

Address: _____

City: _____

Zip Code: _____

☐ Area 5 – Antelope Valley Area and contiguous cities

Address: _____

City: _____

Zip Code: _____

1.4.2 Vendor must have successfully graduated from a polygraph training course, recognized and accredited by the American Polygraph Association, California Association of Polygraph Examiners, or the American Association of Police Polygraphists. Vendor must submit copies of diploma and/or certificate.

☐ **Yes** ☐ **No**

1.4.3 Vendor must be active in the administration of polygraph examinations. To qualify for this status, the Vendor must meet the following criteria:

a. Vendor must have completed a minimum of two-hundred (200) documented polygraph examinations.

b. Of the total documented polygraph examinations, Vendor must have administered a minimum of one-hundred (100) polygraph exams for a law enforcement agency or agencies.

c. Twenty-five (25) of the one-hundred (100) exams for a law enforcement agency or agencies must have been within the last two (2) years using the Lafayette computerized polygraph instrument.

Vendor must provide supporting documentation and references to meet these criteria.

☐ **Yes** ☐ **No**

1.4.4 Vendor must be a current member, in good standing, with one of the following professional polygraph examiner associations **and** have attended a minimum of twelve (12) hours of training sponsored by one of the following organizations in the last two (2) years:

- American Polygraph Association
- California Association of Polygraph Examiners
- American Association of Policy Polygraphists

Vendor must provide a copy of membership and training certificates.

☐ **Yes** ☐ **No**

1.4.5 Vendor must pass with a score of 100% the polygraph proficiency test consisting of general polygraph knowledge, question formulation, chart analysis, and instrumentation. Refer to Appendix D (Required Forms), Exhibit 12 (Proficiency Exam) of this RFSQ.

Vendor must complete and submit Appendix D (Required Forms), Exhibit 12 (Proficiency Exam) of this RFSQ. If a passing score is not achieved, the Vendor shall be disqualified.

☐ **Yes** ☐ **No**

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

Vendor's Name: _____

Address: _____

E-mail address:_____ Telephone number:_____ Fax number _____

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

_____	_____
Signature	Internal Revenue Service Employer Identification Number
_____	_____
Title	California Business License Number
_____	_____
Date	County WebVen Number

Additional Instructions:

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

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

Required Support Documents:

Corporations or Limited Liability Company (LLC):

Vendor must submit the following documentation with the SOQ:

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

Limited Partnership:

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

REQUIRED FORMS - EXHIBIT 2

PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name:_____

Vendor must provide two (2) references, including one (1) from a law enforcement agency that can verify Vendor meets Minimum Mandatory Qualification 1.4.3 of Paragraph 1.4 (Vendor's Minimum Mandatory Qualifications) of this RFSQ. **(Contact person must be able to answer questions related to service provided)**

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

REQUIRED FORMS - EXHIBIT 3

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name:_____

List of all public entities for which the Contractor has provided service within the last five (5) years. Use additional sheets if necessary.

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

REQUIRED FORMS - EXHIBIT 4

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name:_____

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

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

REQUIRED FORMS - EXHIBIT 5

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any SOQs submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in Number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of Number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in Number 3, serve as officers, principals, partners, or major shareholders.

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

_____

Vendor Name

_____

Vendor Official Title

_____

Official's Signature

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

Vendor certifies that:

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

Signature:_____ Date:_____

REQUIRED FORMS – EXHIBIT 7

County of Los Angeles – Community Business Enterprise Program (CBE)

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

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

☐ **I AM NOT**
☐ **I AM** — A Local SBE certified by the County of Los Angeles Department of Consumer and Business Affairs, as of the date of this proposal/bids submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : _____

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

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners):

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Print Authorized Name	Authorized Signature	Title	Date

REQUIRED FORMS - EXHIBIT 8

VENDOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, 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.

CERTIFICATION	YES	NO
1. Vendor has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Vendor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Vendor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When problem areas are identified in employment practices, Vendor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 9
ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

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

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV

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

Vendor shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

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

_____YES (subject to verification by County) _____NO

B. Vendor is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Vendor is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

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

_____YES _____NO _____N/A (Program not available)

Vendor Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No.: _____ Fax No.: _____

REQUIRED FORMS - EXHIBIT 10

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

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. **Refer to Section 33.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions) of Appendix A (Master Agreement) of this RFSQ.** All Vendors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether Vendor is excepted from the Program.

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

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

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

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS – EXHIBIT 11

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

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

_____

_____

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

Print Name:	Title:
Signature:	Date:

Date: _____

REQUIRED FORMS - EXHIBIT 12

PROFICIENCY TEST

NAME_____ INITIALS: ____

1. In a pre-employment prescreen examination the proper term for reporting consistent responses to a particular relevant question is?

   a. Deception indicated
   b. No deception indicated
   c. Significant response
   d. Inconclusive

2. A lack of notable consistent physiological response patterns to any relevant questions on pre-employment prescreen charts is called what?

   a. No deception indicated.
   b. Inconclusive
   c. Incomplete
   d. No Significant responses.

3. In a ZCT format, question #5 is what type of question?

   a. Sacrifice relevant
   b. Control
   c. Symptomatic
   d. Relevant

4. In a ZCT/U-Phase format, to make a determination of NDI using a three point scale the grand total must be?

   a. +6 or greater
   b. +5 or greater
   c. +3 or greater
   d. +4 or greater

5. The AFMGQT data analysis is done by spot total only. There is no cumulative score.

   a. T
   b. F

6. For a spot to be scored as a plus (+) using the three point scale, the reaction to the control question must be _____ the relevant.

   a. Twice as great as the
   b. Greater than
   c. Less than
   d. The same as or equal to

7. For proper evaluation of a Pre-Employment Polygraph Examination, how many charts would need to be administered (not including the Stim Test)?

   a. One
   b. Two
   c. Three
   e. Four

8. When evaluating a response to a question where the subject took a deep breath at the onset of the question, the following considerations should be taken:

   a. Disregard the pneumo parameter and score the GSR and cardio parameter as normal
   b. Disregard the pneumo parameter and the cardio parameter and score only the GSR parameter
   c. Consider the deep breath as a reaction and score all parameters as usual.
   d. Disregard the entire question as the deep breath probably caused artifacts and distortions in all parameters precluding proper evaluation of the question.

9. Forty breaths per minute would be considered?

   a. Dangerous by doctors
   b. Hyperventilation
   c. No harm
   d. A reaction

10. Polygraph examinee Gomez tells you that he does not believe in the polygraph examination and continually questions what you are telling him. He can't seem to answer your questions with a yes or no answer and keeps stating he is confused and doesn't remember. He is not listening to what you are telling him. What do you do with Gomez?

:

11. A polygraph examinee tells you that he has also applied for a position with another PD and just completed his polygraph examination yesterday. When you ask how he did, he replies that he is very upset because he was told he was deceptive to use of cocaine. He states he has never used cocaine and doesn't know why that test came out like it did. He also comments on the manner in which the other examiner grilled him about his use of cocaine. Do you test this person today?

    a. Yes
    b. No

Review the following applicant scenarios. Based on the polygraph examinee's statements and admissions, and the American's with Disabilities Act (ADA), write pre-employment questions that would fit a standard "pre-screening format".

12. Polygraph examinee admits to using marijuana 5 times, the last use being in 1997.

    Q: "_____
    _____ ?"

    Q: "_____
    _____ ?"

13. The female polygraph examinee was molested as a child by her step-brother. She states this is a very traumatic and personal issue to have to discuss. How would you phrase an unlawful sex question?

    Q: "_____
    _____ ?"

14. A polygraph examinee admits to stealing $800 in miscellaneous cash and merchandise in his lifetime. Based on this information, how would you ask a theft question?

    Q: "_____
    _____ ?"

15. CHART EVALUATION AND SCORING

Score the attached ZCT chart using the three (3) point scale and the attached score sheet.

Render an opinion.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT
BACKGROUND INVESTIGATIONS UNIT

Question 15: CHART EVALUATION AND SCORING
Numerical Evaluation

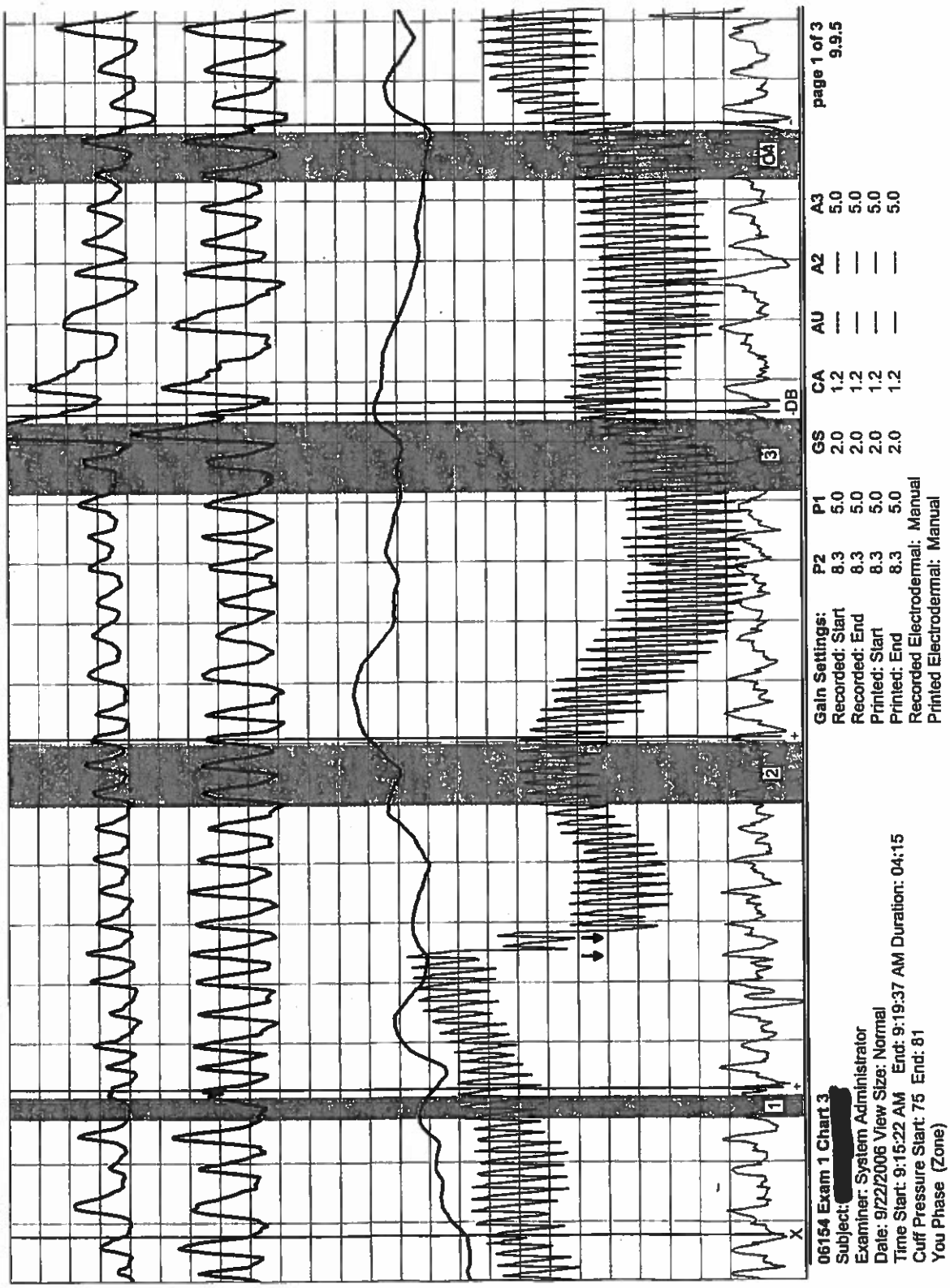
Examinee:__ _____
Case Number:_____
Date:_____
Examiner:_____

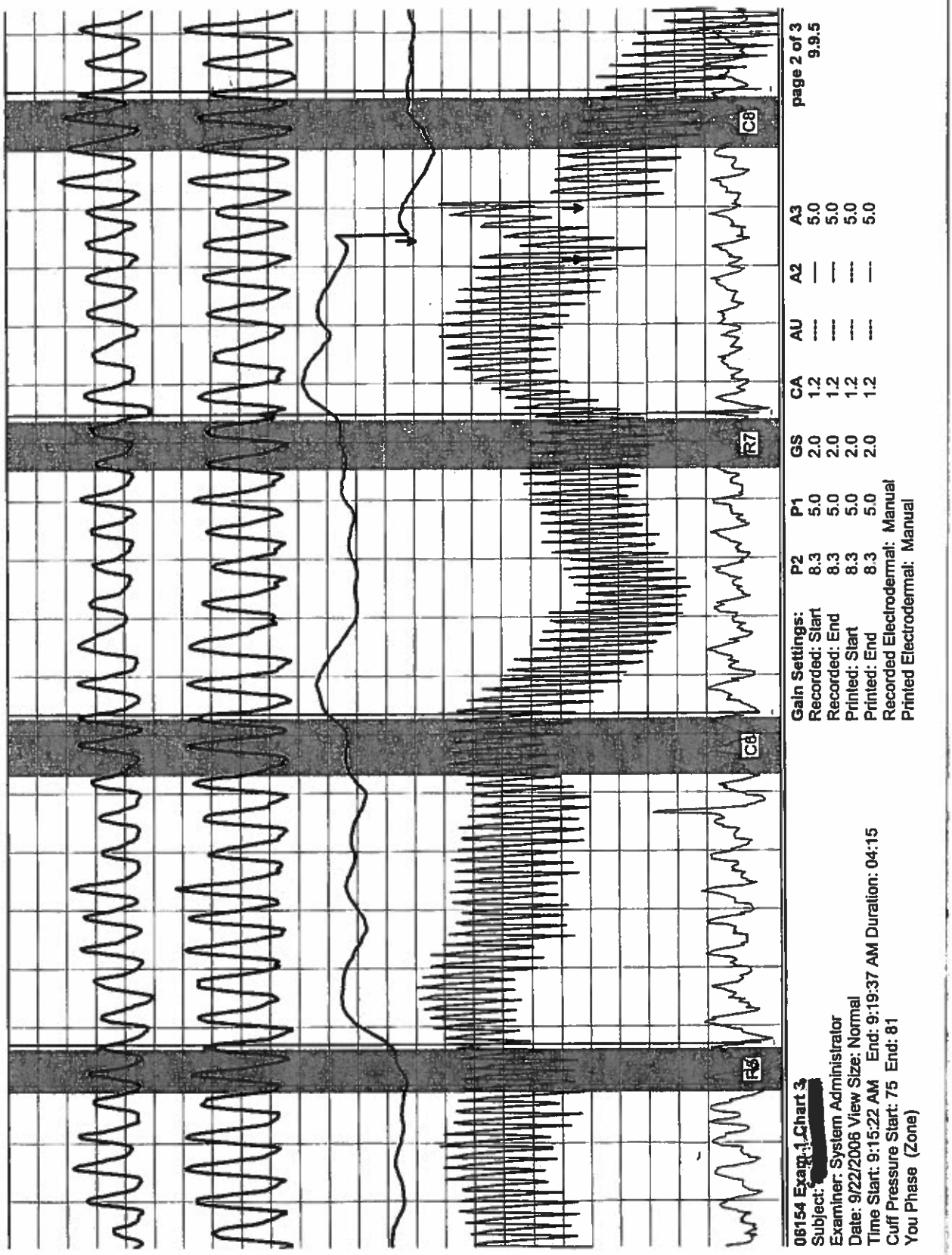
CHART No. 3	Q#5	Q#7
Pneumograph		
Galvanic Skin Response		
Cardiograph		
Subtotal		
CHART No. 4		
Pneumograph		
Galvanic Skin Response		
Cardiograph		
Subtotal		
CHART No. 5		
Pneumograph		
Galvanic Skin Response		
Cardiograph		
Subtotal		
Spot Totals		
Grand Totals		

Scoring: NDI: + in each spot and grand total of +4 or greater overall
DI: -3 or less in any spot or grand total of -4 for both

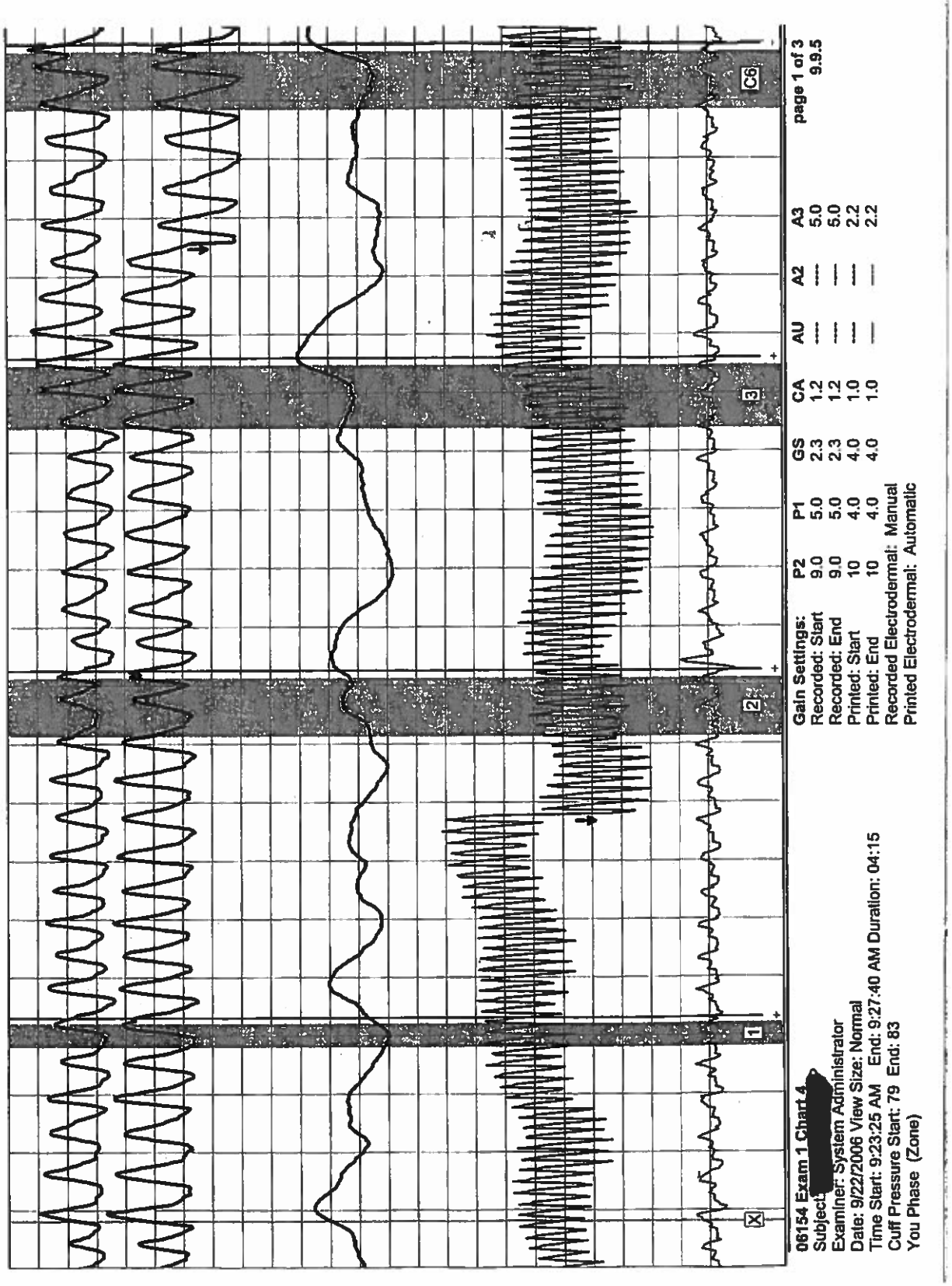
Chart Interpretation: R5 to C4 or C6; R7 to C6 or C8

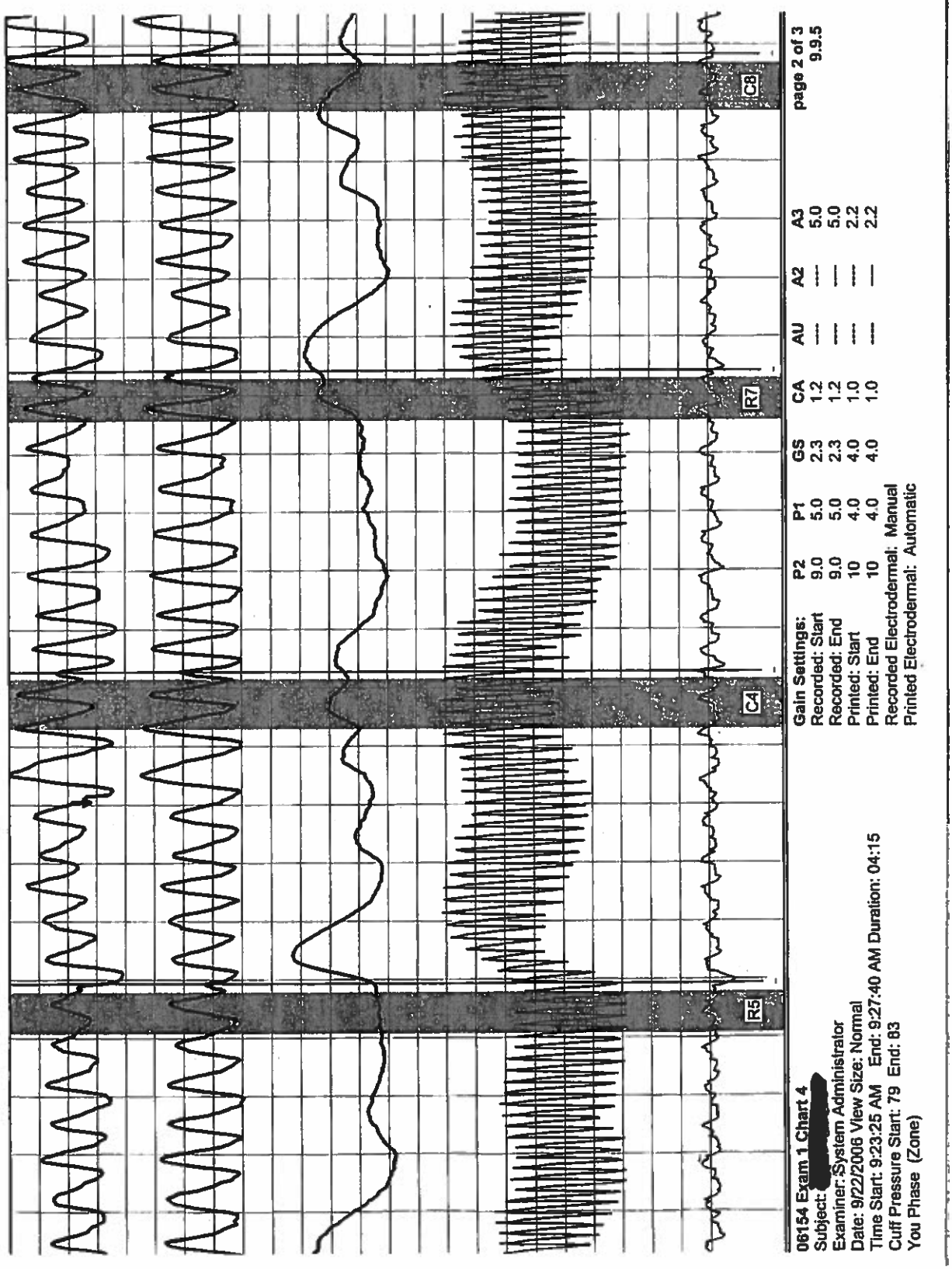
QC by:_____


06154 Exam 1 Chart 3
Subject: [redacted]
Examiner: System Administrator
Date: 9/22/2006 View Size: Normal
Time Start: 9:15:22 AM End: 9:19:37 AM Duration: 04:15
Cuff Pressure Start: 75 End: 81
You Phase (Zone)
Gain Settings: P2 P1 GS CA AU A2 A3
Recorded: Start 8.3 5.0 2.0 1.2 --- --- 5.0
Recorded: End 8.3 5.0 2.0 1.2 --- --- 5.0
Printed: Start 8.3 5.0 2.0 1.2 --- --- 5.0
Printed: End 8.3 5.0 2.0 1.2 --- --- 5.0
Recorded Electrodermal: Manual
Printed Electrodermal: Manual
page 1 of 3
9.9.5

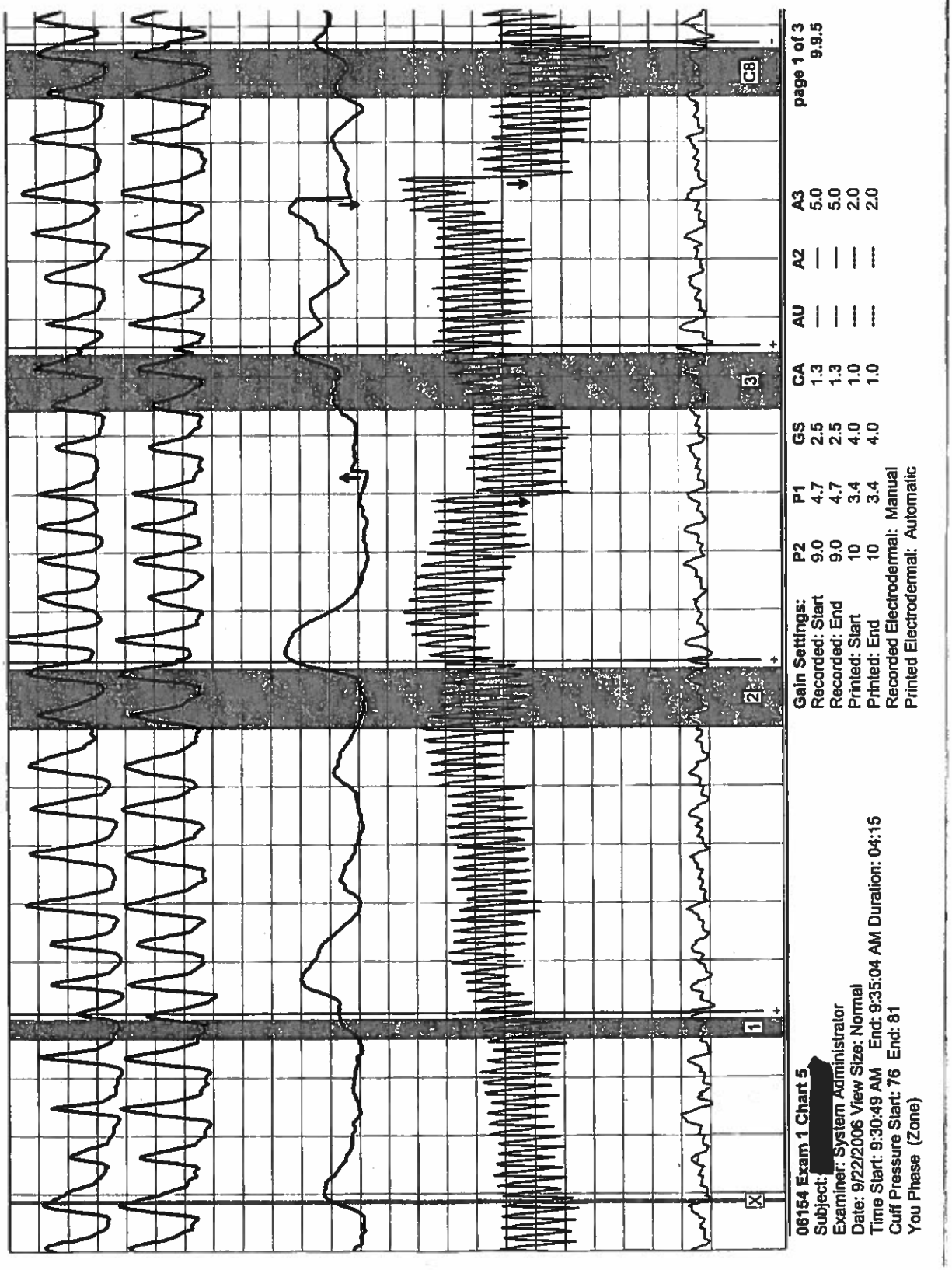

R6
C8
R7
C8
06154 Exam 1 Chart 3
Subject: [redacted]
Examiner: System Administrator
Date: 9/22/2006 View Size: Normal
Time Start: 9:15:22 AM End: 9:19:37 AM Duration: 04:15
Cuff Pressure Start: 75 End: 81
You Phase (Zone)
Gain Settings: P2 P1 GS CA AU A2 A3
Recorded: Start 8.3 5.0 2.0 1.2 --- --- 5.0
Recorded: End 8.3 5.0 2.0 1.2 --- --- 5.0
Printed: Start 8.3 5.0 2.0 1.2 --- --- 5.0
Printed: End 8.3 5.0 2.0 1.2 --- --- 5.0
Recorded Electrodermal: Manual
Printed Electrodermal: Manual
page 2 of 3
9.9.5

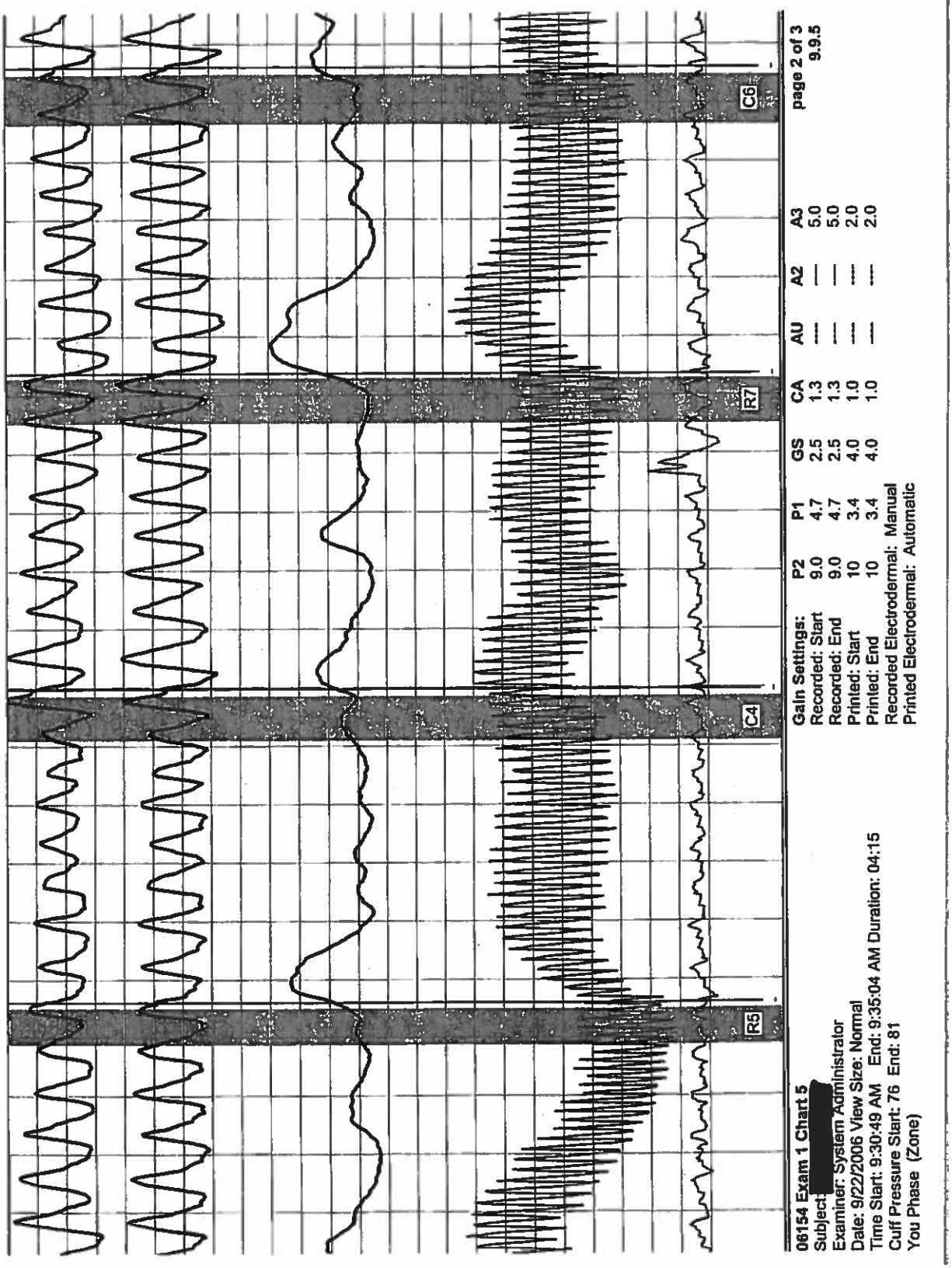
06154 Exam 1-Chart 3
Subject: [redacted]
Examiner: System Administrator
Date: 9/22/2006 View Size: Normal
Time Start: 9:15:22 AM End: 9:19:37 AM Duration: 04:15
Cuff Pressure Start: 75 End: 81
You Phase (Zone)
Gain Settings: P2 P1 GS CA AU A2 A3
Recorded: Start 8.3 5.0 2.0 1.2 --- --- 5.0
Recorded: End 8.3 5.0 2.0 1.2 --- --- 5.0
Printed: Start 8.3 5.0 2.0 1.2 --- --- 5.0
Printed: End 8.3 5.0 2.0 1.2 --- --- 5.0
Recorded Electrodermal: Manual
Printed Electrodermal: Manual
page 3 of 3
9.9.5


06154 Exam 1 Chart 4
Subject: [redacted]
Examiner: System Administrator
Date: 9/22/2006 View Size: Normal
Time Start: 9:23:25 AM End: 9:27:40 AM Duration: 04:15
Cuff Pressure Start: 79 End: 83
You Phase (Zone)
Gain Settings:
Recorded: Start
Recorded: End
Printed: Start
Printed: End
Recorded Electrodermal: Manual
Printed Electrodermal: Automatic
P2 P1 GS CA AU A2 A3
9.0 5.0 2.3 1.2 --- --- 5.0
9.0 5.0 2.3 1.2 --- --- 5.0
10 4.0 4.0 1.0 --- --- 2.2
10 4.0 4.0 1.0 --- --- 2.2
page 1 of 3
9.9.5
X
1
2
3
C6


06154 Exam 1 Chart 4
Subject: [redacted]
Examiner: System Administrator
Date: 9/22/2006 View Size: Normal
Time Start: 9:23:25 AM End: 9:27:40 AM Duration: 04:15
Cuff Pressure Start: 79 End: 83
You Phase (Zone)
Gain Settings: P2 P1 GS CA AU A2 A3
Recorded: Start 9.0 5.0 2.3 1.2 --- --- 5.0
Recorded: End 9.0 5.0 2.3 1.2 --- --- 5.0
Printed: Start 10 4.0 4.0 1.0 --- --- 2.2
Printed: End 10 4.0 4.0 1.0 --- --- 2.2
Recorded Electrodermal: Manual
Printed Electrodermal: Automatic
page 2 of 3
9.9.5
R5
C4
R7
C8

06154 Exam 1 Chart 4
Subject: [redacted]
Examiner: System Administrator
Date: 9/22/2006 View Size: Normal
Time Start: 9:23:25 AM End: 9:27:40 AM Duration: 04:15
Cuff Pressure Start: 79 End: 83
You Phase (Zone)
Gain Settings:
Recorded: Start
Recorded: End
Printed: Start
Printed: End
P2 9.0 9.0 10 10
P1 5.0 5.0 4.0 4.0
GS 2.3 2.3 4.0 4.0
CA 1.2 1.2 1.0 1.0
AU --- --- --- ---
A2 --- --- --- ---
A3 5.0 5.0 2.2 2.2
Recorded Electrodermal: Manual
Printed Electrodermal: Automatic
page 3 of 3
9.9.5


06154 Exam 1 Chart 5
Subject: [redacted]
Examiner: System Administrator
Date: 9/22/2006 View Size: Normal
Time Start: 9:30:49 AM End: 9:35:04 AM Duration: 04:15
Cuff Pressure Start: 76 End: 81
You Phase (Zone)
Gain Settings: P2 P1 GS CA AU A2 A3
Recorded: Start 9.0 4.7 2.5 1.3 — — 5.0
Recorded: End 9.0 4.7 2.5 1.3 — — 5.0
Printed: Start 10 3.4 4.0 1.0 ---- ---- 2.0
Printed: End 10 3.4 4.0 1.0 ---- ---- 2.0
Recorded Electrodermal: Manual
Printed Electrodermal: Automatic
page 1 of 3
9.9.5
X
1
2
3
C8


06154 Exam 1 Chart 5
Subject: [redacted]
Examiner: System Administrator
Date: 9/22/2006 View Size: Normal
Time Start: 9:30:49 AM End: 9:35:04 AM Duration: 04:15
Cuff Pressure Start: 76 End: 81
You Phase (Zone)
Gain Settings: P2 P1 GS CA AU A2 A3
Recorded: Start 9.0 4.7 2.5 1.3 --- --- 5.0
Recorded: End 9.0 4.7 2.5 1.3 --- --- 5.0
Printed: Start 10 3.4 4.0 1.0 --- --- 2.0
Printed: End 10 3.4 4.0 1.0 --- --- 2.0
Recorded Electrodermal: Manual
Printed Electrodermal: Automatic
C6
R7
C4
R5
page 2 of 3
9.9.5

06154 Exam 1 Chart 5
Subject: [redacted]
Examiner: System Administrator
Date: 9/22/2006 View Size: Normal
Time Start: 9:30:49 AM End: 9:35:04 AM Duration: 04:15
Cuff Pressure Start: 76 End: 81
You Phase (Zone)
Gain Settings: P2 P1 GS CA AU A2 A3
Recorded: Start 9.0 4.7 2.5 1.3 --- --- 5.0
Recorded: End 9.0 4.7 2.5 1.3 — — 5.0
Printed: Start 10 3.4 4.0 1.0 — — 2.0
Printed: End 10 3.4 4.0 1.0 — — 2.0
Recorded Electrodermal: Manual
Printed Electrodermal: Automatic
page 3 of 3
9.9.5

REQUIRED FORMS - EXHIBIT 13

REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION

INSTRUCTIONS: All Vendors responding to this RFSQ must complete and return this form for proper consideration of their SOQ.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at http://www.pd.dgs.ca.gov/

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: http://www.vetbiz.gov/

☐ **I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.

☐ **I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

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

Name of Firm	County Webven No.
Print Name:	Title:
Signature:	Date:

SIGNATURE OF REVIEWER	*APPROVED*	*DISAPPROVED*	*DATE*

APPENDICES E – K

APPENDIX E:	Transmittal Form to Request a Solicitation Requirements Review
APPENDIX F:	County of Los Angeles Policy on Doing Business with Small Business
APPENDIX G:	Jury Service Ordinance
APPENDIX H:	Link to Listing of Contractors Debarred in Los Angeles County
APPENDIX I:	IRS Notice 1015
APPENDIX J:	Safely Surrendered Baby Law
APPENDIX K:	Defaulted Property Tax Reduction Program

APPENDIX E

TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

AS-NEEDED POLYGRAPH EXAMINATION SERVICES

TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 Business Days of issuance of the RFSQ

Vendor Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantage for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name) *(Title)*

For County use only

Date Transmittal Received by County:_____ Date Solicitation Released:_____

Reviewed by:

Results of Review - Comments:

Date Response sent to Vendor:_____

APPENDIX F

COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS
WITH SMALL BUSINESS

AS-NEEDED POLYGRAPH EXAMINATION SERVICES

COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.

2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable, and highly motivated to carry out the letter and spirit of this policy.

APPENDIX G

JURY SERVICE ORDINANCE

AS-NEEDED POLYGRAPH EXAMINATION SERVICES

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

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

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

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

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

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

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

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

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

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

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

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

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

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

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

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

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

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

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

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

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

2.203.090. Severability.

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

APPENDIX H

LINK TO LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

AS-NEEDED POLYGRAPH EXAMINATION SERVICES

APPENDIX H

LINK TO LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

http://lacounty.info/doing_business/DebarmentList.htm

APPENDIX I

IRS NOTICE 1015

AS-NEEDED POLYGRAPH EXAMINATION SERVICES

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2011)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2011 are less than $49,078 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of $829, he or she must file a 2011 tax return to get the $829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

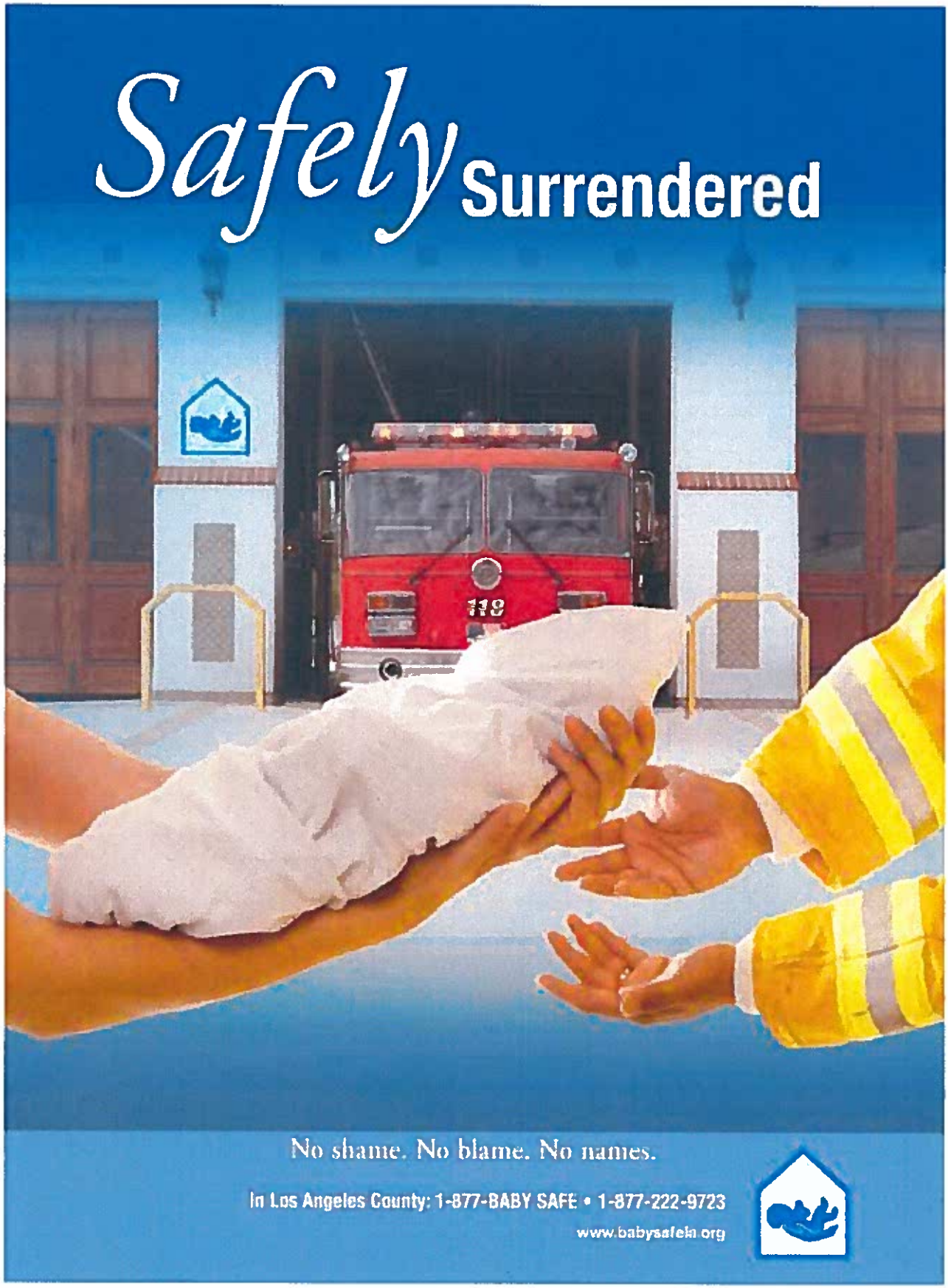
Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice 1015 (Rev. 12-2011)
Cat. No. 20599I

APPENDIX J

SAFELY SURRENDERED BABY LAW

AS-NEEDED POLYGRAPH EXAMINATION SERVICES


Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

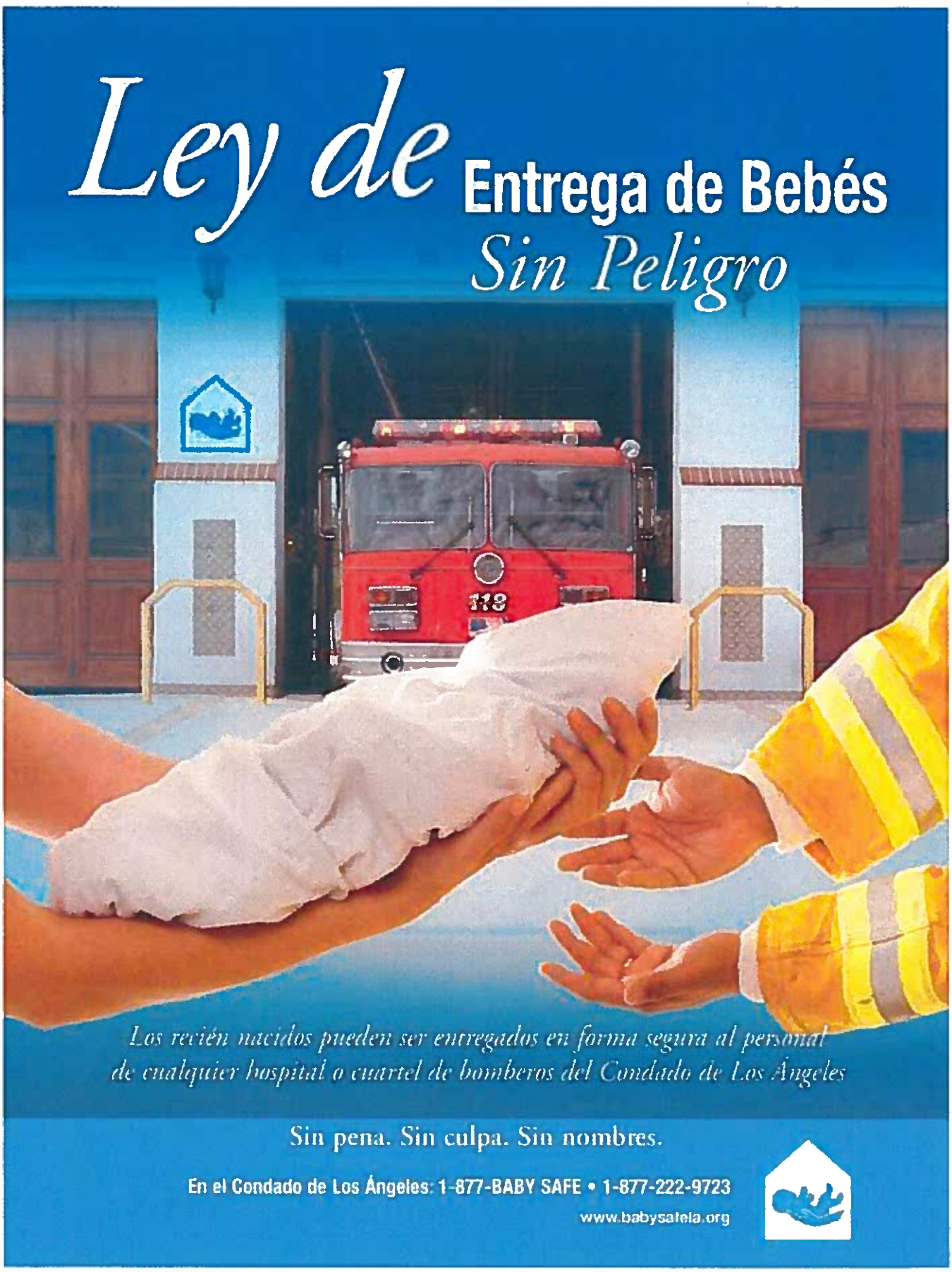
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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


Ley de Entrega de Bebés Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

APPENDIX K

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

AS-NEEDED POLYGRAPH EXAMINATION SERVICES

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County

Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)