



Health Services

LOS ANGELES COUNTY

Los Angeles County
Board of Supervisors

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June 16, 2026

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

Dear Supervisors:

Christina R. Ghaly, M.D.
Director

Nina J. Park, M.D.
Chief Deputy Director, Clinical Affairs & Population Health

Aries Limbaga, DNP, MBA
Chief Deputy Director, Operations

Elizabeth M. Jacobi, J.D.
Administrative Deputy

APPROVAL OF FOUR PROPOSITION A AGREEMENTS FOR SECURITY GUARD SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Approval and execution of four successor Proposition A Agreements with both Universal Protection Service, LP, DBA Allied Universal Security Services and Inter-Con Security System, Inc. for the provision of Security Guard Services at Department of Health Services and other County of Los Angeles facilities.

IT IS RECOMMENDED THAT THE BOARD:

1. Make a finding pursuant to Los Angeles County Code Section 2.121.420 that Security Guard Services (Services), as described herein, can continue to be performed more economically by independent contractors.
2. Approve and instruct the Chair or designee, to execute a Proposition A (Prop A) Agreement (Exhibit I) with Universal Protection Service, LP; DBA Allied Universal Security Services ("Allied Security") effective October 1, 2026 through September 30, 2031, with options to extend the Agreement term for up to three (3) one-year periods at the County of Los Angeles' (LA County) sole discretion, for the provision of Services for Service Area 1 at Department of Health Services ("DHS") and other County facilities ("Service Sites") identified in Attachment A, with a maximum obligation of \$75,452,718 for the initial term of the Agreement.
3. Approve and instruct the Chair or designee, to execute a Prop A

Department of Health Services
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Alhambra, CA 91803

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and our communities by providing
extraordinary care"*



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Agreement (Exhibit II) with Inter-Con Security System, Inc. (“Inter-Con Security”) effective October 1, 2026 through September 30, 2031, with options to extend the Agreement term for up to three (3) one-year periods at LA County’s sole discretion, for the provision of Services for Service Area 2 at the Services Sites identified in Attachment A, with a maximum obligation of \$114,244,182 for the initial term of the Agreement.

4. Approve and instruct the Chair or designee, to execute a Prop A Agreement (Exhibit III) with Inter-Con Security effective October 1, 2026 through September 30, 2031, with options to extend the Agreement term for up to three (3) one-year periods at LA County’s sole discretion, for the provision of Services for Service Area 3 at the Services Sites identified in Attachment A, with a maximum obligation of \$45,178,360 for the initial term of the Agreement.

5. Approve and instruct the Chair or designee, to execute a Prop A Agreement (Exhibit IV) with Inter-Con Security effective October 1, 2026 through September 30, 2031, with options to extend the Agreement term for up to three (3) one-year periods at LA County’s sole discretion, for the provision of Services for Service Area 4 at the Services Sites identified in Attachment A, with a maximum obligation of \$67,058,316 for the initial term of the Agreement.

6. Delegate authority to the Director of DHS (“Director”), or designee, to negotiate and execute future amendments to the Agreements in Recommendations two through five, to: a) exercise the options to extend the terms of all the aforementioned Agreements; (b) increase the maximum obligation of the Agreements as applicable to: (i) align with increases in the Living Wage Ordinance (“LWO”) rate per direction from the Chief Executive Office (“CEO”); and (ii) comply with any current or future federal or State law or regulation, County ordinance or policy requirements and Board of Supervisors (“Board”) or CEO directives; and (c) increase each Agreement’s maximum obligation, if any, by up to ten percent (10%) annually to modify the terms and conditions and the Statement of Work, to implement operational improvements, address changes in service needs, e.g., add/delete Service Sites, and remain competitive, with all amendments subject to prior review and approval by County Counsel.

7. Delegate authority to the Director, or designee, to issue written notice(s) of partial or full termination to suspend and/or terminate the Agreements in accordance with the termination provisions in the Agreements without further action by the Board, with all documents subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DHS provides day-to-day medical care and critical lifesaving interventions for our patients and our communities throughout Los Angeles County. However, one of the primary challenges for health care providers is the delivery of uninterrupted quality medical care. To keep our patients, visitors, and staff safe, our facilities must have dependable security services. Reliable security helps prevent violence, protect property, and support a calm and safe care environment.

The Board approved the current Contracts for Services on March 12, 2019. The Agreements have been beneficial and cost-effective to LA County, and the continued provision of Services is vital to safeguard public health, support clinical operations, and uphold the standard of care within LA County's healthcare system. The current Contracts are slated to expire on June 30, 2026, DHS will exercise its authority granted by the Board on March 17, 2026, to extend the term of each Contract with the current Contractors through September 30, 2026.

Approval of the first recommendation is necessary to comply with Los Angeles County Code section 2.121.420, which requires that contracting under Prop A be cost-effective. The Cost Analysis for Security Guard Services were prepared in accordance with Auditor-Controller's guidelines and methodologies. DHS has determined that the Agreements are cost effective. Attachment B provides the Cost Analysis Summary.

Approval of the second, third, fourth, and fifth recommendations will allow the Director, or designee to execute four (4) Agreements with both Allied Security and Inter-Con Security to provide Services at the Service Sites identified in Attachment A (Service Areas), for the initial five-year term effective October 1, 2026 through September 30, 2031, with three (3) one-year optional extensions, provided the Agreements continue to be cost-effective.

Approval of the sixth recommendation will allow the Director, or designee to negotiate and execute future amendments to the Agreements to: a) exercise the options to extend the terms of the aforementioned Agreements; (b) increase the maximum obligation of the Agreements as applicable to: (i) align with increases in the LWO rate per direction from the CEO; and (ii) comply with any current or future federal or State law or regulation, County ordinance or policy requirements and Board or CEO directives; and (c) increase each Agreement's maximum obligation, if any, by up to ten percent (10%) annually to modify the terms and conditions and the Statement of Work, to implement improvements, address changes in service needs, add/delete Service Sites, and remain competitive, with all amendments subject to prior review and approval by County Counsel.

Approval of the seventh recommendation will allow the Director, or designee to issue written notice (s) of partial or full termination to suspend and/or terminate the aforementioned Agreements in accordance with the termination provisions in the Agreements without further action by the Board, with all documents subject to review and approval by County Counsel.

Implementation of Strategic Plan Goals

These recommended actions support the County's Strategic Plan North Star 2 - Foster vibrant and resilient communities, Focus Area A - Population Based Health and North Star 2 - Foster vibrant and resilient communities, Focus Area C - Prevention, Protection and Security.

FISCAL IMPACT/FINANCING

The total maximum obligation for the provision of Security Guard Services is \$301,933,574 for the initial five-year term effective October 1, 2026 through September 30, 2031. The maximum obligation for each service area is identified in Attachment A.

Funding for the respective Departments is included in its respective Fiscal Year 2026-27

Recommended Budget; and continued funding will be requested in future fiscal years, as needed. There is no impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DHS and the Los Angeles County Sheriff's Department (LASD) have a long standing partnership in which LASD has provided law enforcement and security support at DHS facilities. In 2018, both departments agreed that DHS would take responsibility for unarmed security services, and in 2019 the Board approved the current contracts that will expire on June 30, 2026.

In 2025, LASD notified DHS of its plan to reduce its law enforcement presence at all DHS facilities. DHS continued to work closely with LASD for updated information, and earlier this year LASD confirmed that the reduction will take effect on July 1, 2026, while still maintaining staffing at two DHS hospitals into the summer of 2028.

As part of its planning, DHS evaluated whether to conduct a separate competitive process for armed guard services. After careful review, DHS determined that the safest and most efficient approach is to include the option for armed guard services within the same agreements used for unarmed guards. Although armed guard services were not evaluated as part of the original solicitation, this approach ensures that each DHS facility can rely on one security contractor who understands the environment, supports continuity of operations, and helps maintain clear communication and effective emergency response capabilities for patients, staff, and visitors.

County Counsel has reviewed and approved Exhibits I through IV as to form. The CEO's Risk Management Branch has reviewed and approved the insurance and indemnification provisions of the new Agreements.

The Agreements may be terminated for convenience by LA County upon ten (10) days' prior written notice. The Agreements include all of the Board's required provisions, including the most recent provisions, such as Minimum Wage For Health Care Employees and Compliance with County's Advancing High Road Jobs Initiative.

DHS has determined that the provision of Security Guard Services under the recommended Agreements are subject to Prop A guidelines, which include the LWO as set forth in Los Angeles County Code, Chapter 2.201. The Recommended Contractors have agreed to comply with the LWO. Also, the Recommended Contractors have agreed to comply with California Senate Bill 525, as codified under California Labor Code Section 1182.14 et seq. and other applicable provisions of California law, as well as with the Board Motions requiring contractors providing Services in County hospitals to provide 100% employer-paid healthcare premiums for employees who work 30 hours or more per week at the minimum actuarial value of the Affordable Care Act Gold Plan.

The award of the Agreements will not result in unauthorized disclosure of confidential information and will be in full compliance with all applicable Federal and State statutes and regulations.

CONTRACTING PROCESS

On August 23, 2024, DHS released a Request for Proposals (RFP) to identify the most qualified

proposer(s) for Unarmed Security Guard Services. The RFP was posted on LA County's website, and DHS provided notice by email to vendors on DHS' internal mailing lists.

DHS received 23 proposals from seven (7) proposers by the proposal submission deadline of February 26, 2025. Proposals were evaluated using a two-phased evaluation process. Phase I was the Pass/Fail Evaluation of minimum mandatory requirements stated in the RFP. Four (4) of the seven (7) proposers passed Phase I of the evaluation phase. In Phase II, an Evaluation Committee of DHS subject matter experts used LA County's Informed Averaging Methodology to score the remaining proposals. Following this review, Allied Security and Inter-Con Security emerged as the highest-rated proposers.

The highest-rated proposers were also required to make oral presentations to the DHS Contracts and Grants division. These presentations clarified the proposers' approach and methodology for meeting personnel requirements and provided an overview of their budgets. The information contained in both the written proposals and the oral presentations were considered in determining whether to proceed with awarding the Agreements.

At the conclusion of the oral presentations, Allied Security and Inter-Con Security remained the highest-rated proposers. The Department has obtained Letters of Intent from the recommended Contractors and is therefore recommending that Agreements be awarded to Allied Security and Inter-Con Security.

Debriefings were offered to three (3) of the proposers, and two (2) proposers requested and participated in their respective debriefings. There were two (2) Proposed Contractor Selection Review requests as a result of this solicitation. Both requests were denied by an impartial DHS manager with knowledge of LA County's contracting policies and rules due to a lack of merit. No further action was requested or required.

Contracting with Community Business Enterprise Firms

Per Board Policy 5.130, Contracting with Community Business Enterprise (CBE) Firms, a summary of CBE information collected from all proposers that submitted proposals is included in Attachment C. DHS stipulates that on final analysis and consideration of award, Allied Security and Inter-Con Security were selected without regard to race, creed, color or sex.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Prop A requires that departments assess any potential impact associated with the recommended Agreements. The required assessment has been completed, and no risk exposure to LA County has been identified.

The award of these Agreements will not infringe on the role of LA County in its relationship to its residents, nor will it impair on LA County's ability to respond to emergencies. Also, the Agreements will not result in reduced services or the displacement of any County employee, as Security Guard Services are presently contracted with the private sector. In addition, the Department has determined that it has alternative resources available in the event of a default.

Approval of the recommendations will ensure DHS continues to provide Security Guard Services at

The Honorable Board of Supervisors

6/16/2026

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the Service Sites identified on Attachment A (Services Areas).

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Christina R. Ghaly".

Christina R. Ghaly, M.D.

Director

CRG:jca

Enclosures

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

SERVICE SITES

AREA 1	
20 SERVICE SITES*	ALLIED UNIVERSAL SECURITY SERVICES
PROPOSED AGREEMENT AWARD	ANNUAL COST
October 1, 2026 - September 30, 2027	\$14,225,845.60
October 1, 2027 - September 30, 2028	\$14,645,569.86
October 1, 2028 - September 30, 2029	\$15,076,994.81
October 1, 2029 - September 30, 2030	\$15,522,841.62
October 1, 2030 - September 30, 2031	\$15,981,465.49
GRAND TOTAL	\$75,452,717.38

*Area 1 Service Sites

HIGH DESERT REGIONAL HEALTH CENTER
 LAKE LA COMMUNITY CLINIC
 LITTLEROCK COMMUNITY CLINIC
 SOUTH VALLEY HEALTH CENTER
 ANTELOPE VALLEY HEALTH CENTER
 MID-VALLEY COMPREHENSIVE HEALTH CENTER
 SAN FERNANDO HEALTH CENTER
 ZEV YAROSLAVSKY FAMILY CENTER
 H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER
 ALVARADO HEALTH CENTER
 EL MONTE COMPREHENSIVE HEALTH CENTER
 LA PUENTE HEALTH CENTER
 HURBERT H. HUMPHREY COMPREHENSIVE HEALTH CENTER
 MARTIN LUTHER KING JR. OUTPATIENT CENTER
 BELLFLOWER HEALTH CENTER
 EDWARD R. ROYBAL COMPREHENSIVE HEALTH CENTER
 BELL HEALTH CENTER
 LONG BEACH COMPREHENSIVE HEALTH CENTER
 WILMINGTON HEALTH CENTER
 STAR CLINIC

AREA 2	
SERVICES SITES	CONTRACTOR
LOS ANGELES GENERAL MEDICAL CENTER	INTER-CON SECURITY SYSTEMS, INC.
DEPARTMENT OF MEDICAL EXAMINER	
DHS HIM & JCHS	
PROPOSED AGREEMENT AWARD	ANNUAL COST
October 1, 2026 - September 30, 2027	\$22,821,813.55
October 1, 2027 - September 30, 2028	\$22,834,870.51
October 1, 2028 - September 30, 2029	\$22,848,366.91
October 1, 2029 - September 30, 2030	\$22,862,327.53
October 1, 2030 - September 30, 2031	\$22,876,803.23
GRAND TOTAL	\$114,244,181.73

AREA 3	
SERVICES SITES	CONTRACTOR
OLIVE VIEW-UCLA MEDICAL CENTER	INTER-CON SECURITY SYSTEMS, INC.
DHS ADMINISTRATION HEADQUARTERS	
COMMUNITY PROGRAMS - HOUSING FOR HEALTH	
PROPOSED AGREEMENT AWARD	ANNUAL COST
October 1, 2026 - September 30, 2027	\$9,014,236.13
October 1, 2027 - September 30, 2028	\$9,024,584.67
October 1, 2028 - September 30, 2029	\$9,035,287.90
October 1, 2029 - September 30, 2030	\$9,046,387.55
October 1, 2030 - September 30, 2031	\$9,057,862.75
GRAND TOTAL	\$45,178,359.01

SERVICE SITES

AREA 4	
SERVICES SITES	CONTRACTOR
HARBOR-UCLA MEDICAL CENTER	INTER-CON SECURITY SYSTEMS, INC.
HARBOR BAY CLINIC	
RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER	
PROPOSED AGREEMENT AWARD	ANNUAL COST
October 1, 2026 - September 30, 2027	\$13,387,677.87
October 1, 2027 - September 30, 2028	\$13,399,278.25
October 1, 2028 - September 30, 2029	\$13,411,233.32
October 1, 2029 - September 30, 2030	\$13,423,647.40
October 1, 2030 - September 30, 2031	\$13,436,478.76
GRAND TOTAL	\$67,058,315.61
GRAND TOTAL ALLIED UNIVERSAL SECURITY SERVICES	\$75,452,717.38
GRAND TOTAL INTER-CON SECURITY SYSTEMS	\$226,480,856.35
GRAND TOTAL	\$301,933,573.72

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
SECURITY GUARD SERVICES - PROPOSITION A CONTRACTING
AREA 1
ALLIED UNIVERSAL SECURITY SERVICES
OCTOBER 1, 2026 - SEPTEMBER 30, 2031

<u>COSTS CATEGORY</u>	<u>COUNTY COSTS</u>	<u>CONTRACTOR COSTS</u>	<u>ESTIMATED SAVINGS FROM CONTRACTING</u>
Salary Costs	\$9,117,046.71	\$9,898,379.33	-\$781,332.62
Employee Benefits Costs	\$6,467,815.28	\$2,950,707.00	\$3,517,108.28
Bonuses Costs	\$0.00	\$0.00	\$0.00
Services and Supplies Costs	\$237,598.65	\$252,574.88	-\$14,976.22
Indirect Costs	\$309,356.06	\$2,615,151.72	-\$2,305,795.66
Start Up Costs	\$0.00	\$0.00	\$0.00
Profit Costs	\$0.00	\$264,652.56	-\$264,652.56
Total Costs	\$16,131,816.70	\$15,981,465.49	\$150,351.21
Total Savings			0.93%

**COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
SECURITY GUARD SERVICES - PROPOSITION A CONTRACTING
AREA 2
INTER-CON SECURITY SYSTEMS, INC.
OCTOBER 1, 2026 - SEPTEMBER 30, 2031**

COST ANALYSIS SUMMARY - YEAR 1			
<u>COSTS CATEGORY</u>	<u>COUNTY COSTS</u>	<u>CONTRACTOR COSTS</u>	<u>ESTIMATED SAVINGS FROM CONTRACTING</u>
Salary Costs	\$16,416,745.85	\$15,987,441.16	\$429,304.69
Employee Benefits Costs	\$11,646,039.51	\$4,176,940.76	\$7,469,098.74
Bonuses Costs	\$481,250.00	\$0.00	\$481,250.00
Services and Supplies Costs	\$57,880.85	\$531,355.06	-\$473,474.21
Indirect Costs	\$0.00	\$1,771,314.37	-\$1,771,314.37
Start Up Costs	\$1,874,859.34	\$0.00	\$1,874,859.34
Profit Costs	\$0.00	\$354,762.20	-\$354,762.20
Total Costs	\$30,476,775.55	\$22,821,813.55	\$7,654,961.99
Total Savings			25.12%

COST ANALYSIS SUMMARY - YEAR 2			
<u>COSTS CATEGORY</u>	<u>COUNTY COSTS</u>	<u>CONTRACTOR COSTS</u>	<u>ESTIMATED SAVINGS FROM CONTRACTING</u>
Salary Costs	\$16,416,951.40	\$15,998,926.80	\$418,024.61
Employee Benefits Costs	\$11,646,185.33	\$4,178,247.66	\$7,467,937.67
Bonuses Costs	\$0.00	\$0.00	\$0.00
Services and Supplies Costs	\$329,827.19	\$531,355.06	-\$201,527.87
Indirect Costs	\$546,038.24	\$1,771,375.94	-\$1,225,337.70
Start Up Costs	\$0.00	\$0.00	\$0.00
Profit Costs	\$0.00	\$354,965.05	-\$354,965.05
Total Costs	\$28,939,002.16	\$22,834,870.51	\$6,104,131.66
Total Savings			21.09%

**COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
SECURITY GUARD SERVICES - PROPOSITION A CONTRACTING
AREA 2
INTER-CON SECURITY SYSTEMS, INC.
OCTOBER 1, 2026 - SEPTEMBER 30, 2031**

COST ANALYSIS SUMMARY - YEAR 3			
<u>COSTS CATEGORY</u>	<u>COUNTY COSTS</u>	<u>CONTRACTOR COSTS</u>	<u>ESTIMATED SAVINGS FROM CONTRACTING</u>
Salary Costs	\$16,416,951.40	\$16,010,793.20	\$406,158.21
Employee Benefits Costs	\$11,646,185.33	\$4,179,597.89	\$7,466,587.43
Bonuses Costs	\$0.00	\$0.00	\$0.00
Services and Supplies Costs	\$329,827.19	\$531,355.06	-\$201,527.87
Indirect Costs	\$546,038.24	\$1,771,446.03	-\$1,225,407.79
Start Up Costs	\$0.00	\$0.00	\$0.00
Profit Costs	\$0.00	\$355,174.73	-\$355,174.73
Total Costs	\$28,939,002.16	\$22,848,366.91	\$6,090,635.26
Total Savings			21.05%

COST ANALYSIS SUMMARY - YEAR 4			
<u>COSTS CATEGORY</u>	<u>COUNTY COSTS</u>	<u>CONTRACTOR COSTS</u>	<u>ESTIMATED SAVINGS FROM CONTRACTING</u>
Salary Costs	\$16,416,951.40	\$16,023,082.09	\$393,869.31
Employee Benefits Costs	\$11,646,185.33	\$4,180,996.04	\$7,465,189.29
Bonuses Costs	\$0.00	\$0.00	\$0.00
Services and Supplies Costs	\$329,827.19	\$531,355.06	-\$201,527.87
Indirect Costs	\$546,038.24	\$1,771,502.73	-\$1,225,464.49
Start Up Costs	\$0.00	\$0.00	\$0.00
Profit Costs	\$0.00	\$355,391.62	-\$355,391.62

**COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
SECURITY GUARD SERVICES - PROPOSITION A CONTRACTING
AREA 2
INTER-CON SECURITY SYSTEMS, INC.
OCTOBER 1, 2026 - SEPTEMBER 30, 2031**

Total Costs	\$28,939,002.16	\$22,862,327.53	\$6,076,674.63
Total Savings			21.00%

COST ANALYSIS SUMMARY - YEAR 5			
<u>COSTS CATEGORY</u>	<u>COUNTY COSTS</u>	<u>CONTRACTOR COSTS</u>	<u>ESTIMATED SAVINGS FROM CONTRACTING</u>
Salary Costs	\$16,416,951.40	\$16,035,810.44	\$381,140.97
Employee Benefits Costs	\$11,646,185.33	\$4,182,444.34	\$7,463,740.98
Bonuses Costs	\$0.00	\$0.00	\$0.00
Services and Supplies Costs	\$329,827.19	\$531,355.06	-\$201,527.87
Indirect Costs	\$546,038.24	\$1,771,576.89	-\$1,225,538.65
Start Up Costs	\$0.00	\$0.00	\$0.00
Profit Costs	\$0.00	\$355,616.51	-\$355,616.51
Total Costs	\$28,939,002.16	\$22,876,803.23	\$6,062,198.93
Total Savings			20.95%

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
SECURITY GUARD SERVICES - PROPOSITION A CONTRACTING
AREA 3
INTER-CON SECURITY SYSTEMS, INC.
OCTOBER 1, 2026 - SEPTEMBER 30, 2031

COST ANALYSIS SUMMARY - YEAR 5			
<u>COSTS CATEGORY</u>	<u>COUNTY COSTS</u>	<u>CONTRACTOR COSTS</u>	<u>ESTIMATED SAVINGS FROM CONTRACTING</u>
Salary Costs	\$7,661,166.37	\$6,401,047.57	\$1,260,118.80
Employee Benefits Costs	\$5,434,831.43	\$1,640,918.00	\$3,793,913.43
Bonuses Costs	\$0.00	\$0.00	\$0.00
Services and Supplies Costs	\$147,383.21	\$209,677.71	-\$62,294.50
Indirect Costs	\$245,894.48	\$667,316.87	-\$421,422.39
Start Up Costs	\$0.00	\$0.00	\$0.00
Profit Costs	\$0.00	\$138,902.60	-\$138,902.60
Total Costs	\$13,489,275.49	\$9,057,862.75	\$4,431,412.74
Total Savings			32.85%

**COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
SECURITY GUARD SERVICES - PROPOSITION A CONTRACTING
AREA 4
INTER-CON SECURITY SYSTEMS, INC.
OCTOBER 1, 2026 - SEPTEMBER 30, 2031**

COST ANALYSIS SUMMARY - YEAR 1			
<u>COSTS CATEGORY</u>	<u>COUNTY COSTS</u>	<u>CONTRACTOR COSTS</u>	<u>ESTIMATED SAVINGS FROM CONTRACTING</u>
Salary Costs	\$11,050,368.18	\$9,448,532.36	\$1,601,835.82
Employee Benefits Costs	\$7,839,131.19	\$2,422,216.24	\$5,416,914.95
Bonuses Costs	\$316,250.00	\$0.00	\$316,250.00
Services and Supplies Costs	\$41,659.70	\$313,030.77	-\$271,371.07
Indirect Costs	\$0.00	\$996,646.99	-\$996,646.99
Start Up Costs	\$1,253,484.68	\$0.00	\$1,253,484.68
Profit Costs	\$0.00	\$207,251.52	-\$207,251.52
Total Costs	\$20,500,893.74	\$13,387,677.87	\$7,113,215.87
Total Savings			34.70%

COST ANALYSIS SUMMARY - YEAR 2			
<u>COSTS CATEGORY</u>	<u>COUNTY COSTS</u>	<u>CONTRACTOR COSTS</u>	<u>ESTIMATED SAVINGS FROM CONTRACTING</u>
Salary Costs	\$11,050,368.18	\$9,458,672.26	\$1,591,695.91
Employee Benefits Costs	\$7,839,131.19	\$2,423,383.66	\$5,415,747.53
Bonuses Costs	\$0.00	\$0.00	\$0.00
Services and Supplies Costs	\$221,420.84	\$313,030.77	-\$91,609.93
Indirect Costs	\$359,692.64	\$996,892.41	-\$637,199.77
Start Up Costs	\$0.00	\$0.00	\$0.00
Profit Costs	\$0.00	\$207,299.15	-\$207,299.15
Total Costs	\$19,470,612.84	\$13,399,278.25	\$6,071,334.59
Total Savings			31.18%

**COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
SECURITY GUARD SERVICES - PROPOSITION A CONTRACTING
AREA 4
INTER-CON SECURITY SYSTEMS, INC.
OCTOBER 1, 2026 - SEPTEMBER 30, 2031**

COST ANALYSIS SUMMARY - YEAR 3			
<u>COSTS CATEGORY</u>	<u>COUNTY COSTS</u>	<u>CONTRACTOR COSTS</u>	<u>ESTIMATED SAVINGS FROM CONTRACTING</u>
Salary Costs	\$11,050,368.18	\$9,469,145.99	\$1,581,222.19
Employee Benefits Costs	\$7,839,131.19	\$2,424,589.54	\$5,414,541.65
Bonuses Costs	\$0.00	\$0.00	\$0.00
Services and Supplies Costs	\$221,420.84	\$313,030.77	-\$91,609.93
Indirect Costs	\$358,892.64	\$997,118.66	-\$638,226.02
Start Up Costs	\$0.00	\$0.00	\$0.00
Profit Costs	\$0.00	\$207,348.36	-\$207,348.36
Total Costs	\$19,469,812.84	\$13,411,233.32	\$6,058,579.52
Total Savings			31.12%

COST ANALYSIS SUMMARY - YEAR 4			
<u>COSTS CATEGORY</u>	<u>COUNTY COSTS</u>	<u>CONTRACTOR COSTS</u>	<u>ESTIMATED SAVINGS FROM CONTRACTING</u>
Salary Costs	\$11,050,368.18	\$9,479,995.27	\$1,570,372.91
Employee Benefits Costs	\$7,839,131.19	\$2,425,838.45	\$5,413,292.73
Bonuses Costs	\$0.00	\$0.00	\$0.00
Services and Supplies Costs	\$221,420.84	\$313,030.77	-\$91,609.93
Indirect Costs	\$358,892.64	\$997,383.75	-\$638,491.11
Start Up Costs	\$0.00	\$0.00	\$0.00
Profit Costs	\$0.00	\$207,399.17	-\$207,399.17
Total Costs	\$19,469,812.84	\$13,423,647.40	\$6,046,165.44
Total Savings			31.05%

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
SECURITY GUARD SERVICES - PROPOSITION A CONTRACTING
AREA 4
INTER-CON SECURITY SYSTEMS, INC.
OCTOBER 1, 2026 - SEPTEMBER 30, 2031

COST ANALYSIS SUMMARY - YEAR 5			
<u>COSTS CATEGORY</u>	<u>COUNTY COSTS</u>	<u>CONTRACTOR COSTS</u>	<u>ESTIMATED SAVINGS FROM CONTRACTING</u>
Salary Costs	\$11,050,368.18	\$9,491,240.97	\$1,559,127.21
Employee Benefits Costs	\$7,839,131.19	\$2,427,133.15	\$5,411,998.04
Bonuses Costs	\$0.00	\$0.00	\$0.00
Services and Supplies Costs	\$221,420.84	\$313,030.77	-\$91,609.93
Indirect Costs	\$359,692.64	\$997,621.93	-\$637,929.29
Start Up Costs	\$0.00	\$0.00	\$0.00
Profit Costs	\$0.00	\$207,451.95	-\$207,451.95
Total Costs	\$19,470,612.84	\$13,436,478.76	\$6,034,134.08
Total Savings			30.99%

**COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
SECURITY GUARD SERVICES - PROPOSITION A CONTRACTING
COST ANALYSES SUMMARY
OCTOBER 1, 2026 - SEPTEMBER 30, 2031**

TOTAL COSTS AREA 1			
<u>Year</u>	<u>COUNTY COSTS</u>	<u>CONTRACTOR COSTS</u>	<u>ESTIMATED SAVINGS FROM CONTRACTING</u>
October 1, 2026 - September 30, 2027	\$16,987,436.19	\$14,225,845.60	\$2,761,590.60
October 1, 2027 - September 30, 2028	\$16,131,816.70	\$14,645,569.86	\$1,486,246.84
October 1, 2028 - September 30, 2029	\$16,131,816.70	\$15,076,994.81	\$1,054,821.89
October 1, 2029 - September 30, 2030	\$16,131,816.70	\$15,522,841.62	\$608,975.08
October 1, 2030 - September 30, 2031	\$16,131,816.70	\$15,981,465.49	\$150,351.21
Total Savings	\$81,514,703.01	\$75,452,717.38	\$6,061,985.63
Savings Percentage	7.44%		

TOTAL COSTS AREA 2			
<u>Year</u>	<u>COUNTY COSTS</u>	<u>CONTRACTOR COSTS</u>	<u>ESTIMATED SAVINGS FROM CONTRACTING</u>
October 1, 2026 - September 30, 2027	\$30,476,775.55	\$22,821,813.55	\$7,654,961.99
October 1, 2027 - September 30, 2028	\$28,939,002.16	\$22,834,870.51	\$6,104,131.66
October 1, 2028 - September 30, 2029	\$28,939,002.16	\$22,848,366.91	\$6,090,635.26
October 1, 2029 - September 30, 2030	\$28,939,002.16	\$22,862,327.53	\$6,076,674.63
October 1, 2030 - September 30, 2031	\$28,939,002.16	\$22,876,803.23	\$6,062,198.93
Total Savings	\$146,232,784.19	\$114,244,181.73	\$31,988,602.46
Savings Percentage	21.88%		

TOTAL COSTS AREA 3			
<u>Year</u>	<u>COUNTY COSTS</u>	<u>CONTRACTOR COSTS</u>	<u>ESTIMATED SAVINGS FROM CONTRACTING</u>
October 1, 2026 - September 30, 2027	\$14,197,171.20	\$9,014,236.13	\$5,182,935.07
October 1, 2027 - September 30, 2028	\$13,489,275.49	\$9,024,584.67	\$4,464,690.82

**COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
SECURITY GUARD SERVICES - PROPOSITION A CONTRACTING
COST ANALYSES SUMMARY
OCTOBER 1, 2026 - SEPTEMBER 30, 2031**

October 1, 2028 - September 30, 2029	\$13,489,275.49	\$9,035,287.90	\$4,453,987.59
October 1, 2029 - September 30, 2030	\$13,489,275.49	\$9,046,387.55	\$4,442,887.94
October 1, 2030 - September 30, 2031	\$13,489,275.49	\$9,057,862.75	\$4,431,412.74
Total Savings	\$68,154,273.16	\$45,178,359.01	\$22,975,914.15
Savings Percentage	33.71%		

TOTAL COSTS AREA 4			
<u>Year</u>	<u>COUNTY COSTS</u>	<u>CONTRACTOR COSTS</u>	<u>ESTIMATED SAVINGS FROM CONTRACTING</u>
October 1, 2026 - September 30, 2027	\$20,500,893.74	\$13,387,677.87	\$7,113,215.87
October 1, 2027 - September 30, 2028	\$19,470,612.84	\$13,399,278.25	\$6,071,334.59
October 1, 2028 - September 30, 2029	\$19,469,812.84	\$13,411,233.32	\$6,058,579.52
October 1, 2029 - September 30, 2030	\$19,469,812.84	\$13,423,647.40	\$6,046,165.44
October 1, 2030 - September 30, 2031	\$19,470,612.84	\$13,436,478.76	\$6,034,134.08
Total Savings	\$98,381,745.10	\$67,058,315.61	\$31,323,429.49
Savings Percentage	31.84%		

TOTAL COSTS			
<u>AREA</u>	<u>COUNTY COSTS</u>	<u>CONTRACTOR COSTS</u>	<u>ESTIMATED SAVINGS FROM CONTRACTING</u>
AREA 1	\$81,514,703.01	\$75,452,717.38	\$6,061,985.63
AREA 2	\$146,232,784.19	\$114,244,181.73	\$31,988,602.46
AREA 3	\$68,154,273.16	\$45,178,359.01	\$22,975,914.15
AREA 4	\$98,381,745.10	\$67,058,315.61	\$31,323,429.49
Total Savings	\$394,283,505.45	\$301,933,573.72	\$92,349,931.73
Average Savings Percentage For All Areas	23.42%		

COMMUNITY BUSINESS ENTERPRISE (CBE) SUMMARY

The information provided below is a statistical summary of vendor ownership as reported by the vendor.

FIRM/ ORGANIZATION NAME: Universal Protection Service, LP DBA Allied Universal Security Services		
Group	Percentage of Ownership Distribution	Check if not applicable
RACE/ETHNIC MINORITY		☒
BLACK/ AFRICAN AMERICAN		
HISPANIC/ LATINO		
ASIAN/ PACIFIC ISLANDER		
NATIVE AMERICAN		
SUBCONTINENT ASIAN		
WHITE		
WOMEN		☒
DISADVANTAGED		☒
DISABLED VETERAN		☒
LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ)		☒
FIRM/ ORGANIZATION NAME: Inter-Con Security Systems, Inc.		
Group	Percentage of Ownership Distribution	Check if not applicable
RACE/ETHNIC MINORITY		☐
BLACK/ AFRICAN AMERICAN		
HISPANIC/ LATINO	100%	
ASIAN/ PACIFIC ISLANDER		
NATIVE AMERICAN		
SUBCONTINENT ASIAN		
WHITE		
WOMEN	29%	☐
DISADVANTAGED		☒
DISABLED VETERAN		☒
LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ)		☒

FIRM/ ORGANIZATION NAME: Securitas Security Services USA, Inc.		
Group	Percentage of Ownership Distribution	Check if not applicable
RACE/ETHNIC MINORITY		☐
BLACK/ AFRICAN AMERICAN	5%	
HISPANIC/ LATINO	8%	
ASIAN/ PACIFIC ISLANDER	3%	
NATIVE AMERICAN		
SUBCONTINENT ASIAN		
WHITE	84%	
WOMEN	16%	☐
DISADVANTAGED		☒
DISABLED VETERAN		☒
LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ)		☒
FIRM/ ORGANIZATION NAME: HSS California, Inc., A Tarian Company		
Group	Percentage of Ownership Distribution	Check if not applicable
RACE/ETHNIC MINORITY		☐
BLACK/ AFRICAN AMERICAN	14%	
HISPANIC/ LATINO	14%	
ASIAN/ PACIFIC ISLANDER		
NATIVE AMERICAN		
SUBCONTINENT ASIAN		
WHITE	72%	
WOMEN		☒
DISADVANTAGED		☒
DISABLED VETERAN		☒
LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ)		☒
FIRM/ ORGANIZATION NAME: Absolute Security Intl Corp DBA Absolute International Security		
Group	Percentage of Ownership Distribution	Check if not applicable
RACE/ETHNIC MINORITY		☐
BLACK/ AFRICAN AMERICAN		
HISPANIC/ LATINO		

ASIAN/ PACIFIC ISLANDER	100%	
NATIVE AMERICAN		
SUBCONTINENT ASIAN		
WHITE		
WOMEN	100%	☐
DISADVANTAGED		☒
DISABLED VETERAN		☒
LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ)		☒
FIRM/ ORGANIZATION NAME: Millennial Security Inc.		
Group	Percentage of Ownership Distribution	Check if not applicable
RACE/ETHNIC MINORITY		☒
BLACK/ AFRICAN AMERICAN		
HISPANIC/ LATINO		
ASIAN/ PACIFIC ISLANDER		
NATIVE AMERICAN		
SUBCONTINENT ASIAN		
WHITE		
WOMEN		☒
DISADVANTAGED		☒
DISABLED VETERAN		☒
LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ)		☒
FIRM/ ORGANIZATION NAME: Good Guard Security		
Group	Percentage of Ownership Distribution	Check if not applicable
RACE/ETHNIC MINORITY		☒
BLACK/ AFRICAN AMERICAN		
HISPANIC/ LATINO		
ASIAN/ PACIFIC ISLANDER		
NATIVE AMERICAN		
SUBCONTINENT ASIAN		
WHITE		
WOMEN		☒
DISADVANTAGED		☒
DISABLED VETERAN		☒

LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ)		☒

DEPARTMENT OF HEALTH SERVICES



AGREEMENT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

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

FOR

SECURITY GUARD SERVICES

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EXHIBITS

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- B** Statement of Work
- C** Pricing Schedule
- D** Acknowledgement and Confidentiality Agreement
- E** County's Administration
- F** Contractor's Administration
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**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
UNIVERSAL PROTECTION SERVICE, LP DBA
ALLIED UNIVERSAL SECURITY SERVICES
FOR
SECURITY GUARD SERVICES**

This Agreement, including the Exhibits, is made and entered into on the 1st day of October, 2026, (hereinafter "Effective Date") by and between the County of Los Angeles (hereinafter "County") and Universal Protection Service, LP; DBA Allied Universal Security Services (hereinafter "Contractor"), located at 450 Exchange, Irvine CA 92602.

RECITALS

WHEREAS, pursuant to Sections 1441 and 1445 of the California Health and Safety Code, County has established and operates, through its Department of Health Services, the facilities, premises and other service sites; and

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

WHEREAS, Contractor is a private entity specializing in the provision of Security Guard Services (hereinafter "Services") that may be solicited by County; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Sections 26227 and 31000 of the California Government Code and Section 1451 of the California Health and Safety Code; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide the Services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

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

1.0 APPLICABLE DOCUMENTS

1.1 INTERPRETATION

The Exhibits attached to this base document (hereinafter "Base Agreement") form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any task, deliverable, goods, service or other work or otherwise between the Base Agreement and the Exhibits, or among Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Base Agreement, then to Exhibit A (Additional Provisions) (hereinafter "Additional Provisions") and then to the remaining Exhibits in alphabetical order.

Paragraph headings are utilized throughout this Agreement for convenience and reference only and are not intended to define the scope of any provision hereof. Unless specified otherwise, any Paragraph references herein shall be made to the provisions of the Base Agreement.

1.2 ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments and Modifications) and signed by both parties.

2.0 DEFINITIONS

The terms and phrases in this Paragraph, with the initial letter capitalized where applicable, whether singular or plural, whenever used in this Agreement shall have the particular meanings set forth below.

2.1 GENERAL DEFINITIONS

- 2.1.1 “Additional Services”** – shall mean the Services other than those required to be provided pursuant to the Statement of Work.
- 2.1.2 “Agreement”** – shall mean and refer to this agreement executed between County and Contractor setting forth the terms and conditions for Contractor’s performance and provision of Services as specified herein, including Exhibit B (Statement of Work).
- 2.1.3 “Board”** – shall mean County’s Board of Supervisors.
- 2.1.4 “DHS”; “Department”** – County’s Department of Health Services.
- 2.1.5 “Director”** – shall mean the Director of DHS or authorized designee.
- 2.1.6 “Fiscal Year”** – shall mean a twelve-month period beginning on July 1st and ending on June 30th of the following year.
- 2.1.7 “Pricing Schedule”** – shall mean a schedule of rates, fees and any other terms and conditions for provision of Services under the Agreement set forth in Exhibit C (Pricing Schedule) to the Agreement.
- 2.1.8 “Required Services”** – shall mean the Services described in the Statement of Work that are required to be provided by Contractor under the Agreement.
- 2.1.9 “Service Fees”** – shall mean rates and fees for provision of Services under the Agreement.
- 2.1.10 “Service Site”** – shall mean and refer to any one of County’s healthcare facilities or other sites for which Services may be provided under the Agreement, including those that may be specified in Exhibit B (Statement of Work) and any or all of those identified in <https://dhs.lacounty.gov/our-locations>, such as Medical Centers and any

associated Comprehensive Health Centers, Outpatient Centers and health centers, as well as administrative offices.

- 2.1.11** “**Service Site Project Manager**; “**Service Site PM**” – shall mean and refer to any individual designated by County's Project Manager for a Service Site, as such may be identified in Exhibit E (County's Administration) to the Agreement.
- 2.1.12** “**Services**” – shall mean goods, services and any other work that may be provided by Contractor pursuant to this Agreement, including Exhibit B (Statement of Work).
- 2.1.13** “**Statement of Work**”; “**SOW**” – shall mean Contractor's obligations and other requirements for provisions of Services hereunder as set forth in Exhibit B (Statement of Work) to the Agreement, including any sub-Exhibit(s) and Attachment(s) thereto.

3.0 WORK

3.1 PERFORMANCE OF SERVICES

Pursuant to the provisions of this Agreement, Contractor shall fully perform, complete and deliver on time all tasks, deliverables and other Services as set forth herein, including Exhibit B (Statement of Work), at the rates and fees set forth in Exhibit C (Pricing Schedule).

3.2 GRATUITOUS EFFORT

If Contractor provides any tasks, deliverables, services or other work to County other than those Services specified in this Agreement or that exceed the maximum County obligation that may be allocated for such Services, such tasks, deliverables, services or other work shall be deemed a gratuitous effort on the part of Contractor, for which Contractor shall have no claim whatsoever against County.

4.0 TERM OF AGREEMENT

4.1 TERM

The term of the Agreement shall commence on the Effective Date as reflected on the top of Page 1 of this Base Agreement, following its execution by the parties, and shall continue in full force and effect for five (5) years (hereinafter "Initial Term"), with up to three (3) one-year extension options (hereinafter each "Extension Term"), unless extended or sooner terminated, in whole or in part, as provided herein.

4.2 PERFORMANCE HISTORY

County maintains databases that track/monitor Contractor's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a term extension option.

4.3 EXPIRATION NOTIFICATION

Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event,

Contractor shall send written notification to the DHS contact(s) identified in Exhibit E (County's Administration).

5.0 PAYMENTS AND INVOICING

5.1 PRICING AND PAYMENTS

5.1.1 Written Approval for Reimbursement

Contractor shall be paid under this Agreement only for the Services satisfactorily performed at the rates and fees specified in Exhibit C (Pricing Schedule). Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder. Assumption or takeover of any of Contractor's duties, responsibilities or 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, shall occur only with County's express prior written approval.

5.1.2 Third Party Reimbursement

Unless and to the extent otherwise expressly permitted in the Agreement, (i) Contractor shall not bill any patient or any payor for Services provided hereunder; (ii) shall consider payment by County to be payment in full for such Services; and (iii) shall assign to County rights to payment by any patient or third party payor, including Medicare and Medi-Cal, for any Services rendered pursuant to this Agreement.

5.1.3 The Agreement rates and fees ("Service Fees") shall not exceed those specified in the Pricing Schedule for each year of the Initial Term of the Agreement. Contractor may request an increase in the Service Fees for the Extension Term. Upon such request, the parties will mutually agree on an adjustment to the Service Fees pursuant to an amendment or other appropriate Agreement modification as authorized by the Board.

5.2 INVOICING

5.2.1 Submission of Invoices

Contractor's invoices for Services shall be priced and submitted in accordance with Exhibit C (Pricing Schedule) and shall contain, at a minimum, as applicable, description of the Services for which payment is claimed (tasks, deliverables, goods, services, etc.), hours worked and the Service Site(s) for which Services were provided. All invoices and supporting documentation shall be submitted to the person(s) designated in Exhibit E (County's Administration) by the 15th calendar day of the month following provision of the Services, unless otherwise stated in Exhibit C (Pricing Schedule) or required by law or County policy.

5.2.2 Approval of Invoices

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

5.2.3 Payment of Invoices

Provided that Contractor is not in breach of any provision of this Agreement, and it is not otherwise required by law or specified elsewhere in the Agreement, including Exhibit C (Pricing Schedule), County will pay properly submitted undisputed invoices within thirty (30) days of receipt by County. County's failure to pay within thirty (30) days or other appropriate period, however, shall not be deemed as automatic invoice approval or acceptance by County of any deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest or penalty in any form on any late payment.

5.3 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF 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 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 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 Agreement.

5.4 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

5.4.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with County shall be Electronic Funds Transfer (hereinafter "EFT") or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (hereinafter "A-C").

5.4.2 Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and shall comply with all accounting, record keeping, and tax reporting requirements.

5.4.3 Any provision of law, grant or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.4.4 At any time during the duration of this Agreement, Contractor may submit a written request for an exemption to this requirement. Such

request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.5 PREFERENCE PROGRAM ENTERPRISES – PROMPT PAYMENT PROGRAM

If certified in accordance with the applicable Chapter of the Los Angeles County Code as a Local Small Business Enterprise (hereinafter "LSBE"), a Social Enterprise (hereinafter "SE") or a Disabled Veterans Business Enterprise (hereinafter "DVBE") (hereinafter, each also a "Preference Program Enterprise" or "PPE"), Contractor will receive prompt payment for Services provided to County under the Agreement. Prompt payment is defined as fifteen (15) calendar days after receipt by County of a proper undisputed invoice, which has been validated against appropriate documentation, consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

6.0 ADMINISTRATION OF AGREEMENT – COUNTY

The Director, or authorized designee, shall have the authority to administer this Agreement on behalf of County and retains professional and administrative responsibility for the Services rendered under this Agreement. Other key County personnel administering the Agreement on behalf of County are referenced in the Paragraph(s) below and identified in Exhibit E (County's Administration). The key County personnel identified herein are not authorized to make changes to any of the terms or conditions of this Agreement or to further obligate County in any respect whatsoever, unless and except as may be authorized by the Board and in accordance with the terms of the Agreement, including Paragraph 8.1 (Amendments and Modifications). County will notify Contractor in writing of changes in the names or contact information specified in Exhibit E (County's Administration).

6.1 COUNTY'S PROJECT DIRECTOR

County's Project Director has the authority to negotiate and recommend all changes to this Agreement and to resolve disputes between County and Contractor.

6.2 COUNTY'S PROJECT MANAGER

County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Agreement, who will be responsible for:

- Monitoring Contractor's performance of the Agreement.
- Examining the quality of any and all tasks, deliverables, goods, services and other work provided by Contractor hereunder.
- Providing direction to Contractor in the areas relating to policy, information and procedural requirements.

County's Project Manager may have a designee at any Service Site, who will be a Service Site PM for that Service Site. Unless specified otherwise, reference to County's Project Manager shall include a designee for the applicable Service Site.

County's Project Manager designated for each Service Site will be the approving authority for invoices for such Service Site.

7.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

Contractor shall designate the personnel referenced in the Paragraph(s) below and identified in Exhibit F (Contractor's Administration) for administering the Agreement on behalf of Contractor. Contractor shall notify County in writing of any change in the name or contact information of any such personnel within five (5) business days of the change.

7.1 CONTRACTOR'S PROJECT DIRECTOR

Unless the Agreement is with a sole practitioner for provision of Specialty Medical Services (hereinafter "SMS") or otherwise instructed in writing by authorized County personnel, Contractor shall designate Contractor's Project Director for the term of the Agreement. Contractor's Project Director shall be responsible for Contractor's performance of and compliance with this Agreement. Contractor's Project Director shall coordinate and/or meet with County as required by County for performance of this Agreement.

7.2 CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials for executing instruments under this Agreement on behalf of Contractor.

7.3 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of Contractor's staff performing Services under this Agreement, and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Director, if any.

7.4 CONFIDENTIALITY

7.4.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.4.2 Furthermore, Contractor shall: (i) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (ii) promptly transmit to County all requests for disclosure of any such records or information; (iii) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Agreement, return all such records and information to County or maintain such records and information in accordance with the written procedures that may be provided or made available to Contractor by County for this purpose.

- 7.4.3** Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.4, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.
- 7.4.4** Contractor shall inform all of its officers, employees, agents and subcontractors providing that may provide Services under this Agreement of the confidentiality and indemnification provisions of this Agreement.
- 7.4.5** Contractor shall sign and adhere to the provisions of Exhibit D (Acknowledgement and Confidentiality Agreement) on behalf of itself and all of its employees, subcontractors, agents and other persons who may provide work for or on behalf of Contractor under the Agreement.

7.5 STAFF PERFORMANCE UNDER THE INFLUENCE

Contractor shall not knowingly permit any employee to perform Services under this Agreement while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS AND MODIFICATIONS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes to any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph below.

- 8.1.1** For any change which materially affects any term or condition of this Agreement, an Amendment to the Agreement, shall be prepared by County and executed by Contractor and County as authorized by the Board.
- 8.1.2** For any change that does not materially affect any term or condition of this Agreement, a modification to the Agreement (Administrative Amendment, Change Notice, Change Order, etc.) shall be prepared by County and signed by Contractor.
- 8.1.3** The Board or County's Chief Executive Officer (hereinafter "CEO"), or authorized designee, may require, during the term of this Agreement, the addition and/or change of certain terms and conditions in the Agreement. County reserves the right to add and/or change such provisions as required by the Board, the CEO, or authorized designee. To implement such changes, an Amendment to the Agreement shall be

prepared by County and executed by Contractor and County as authorized by the Board.

- 8.1.4** The Director, or authorized designee, may require, during the term of this Agreement, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in Federal and/or State law or regulation. County reserves the right to add and/or change such provisions as required by law or regulation to preserve this Agreement's conformity and compliance to Federal and/or State law or regulation. To implement such changes, an Amendment to the Agreement shall be prepared by County and executed by Contractor and County as authorized by the Board.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1** Contractor shall notify County of any pending acquisitions/mergers of its entity unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.
- 8.2.2** Contractor shall not assign its rights or delegate its duties under this 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 Paragraph, County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 8.2.3** Any assumption, assignment, delegation or takeover of any of Contractor's duties, responsibilities or 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 Agreement which may result in the termination of this 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.

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

In the event that County's 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 contracts, County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by Contractor under this Agreement will also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor must continue to provide all of the services set forth in this Agreement.

8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded or whose principals are suspended, debarred, ineligible or excluded from securing Federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees or independent contractors is currently suspended, debarred, ineligible or excluded from securing Federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing Federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible or excluded from securing Federally funded contracts. Contractor shall reimburse County for any and all associated costs (repayment, fine and/or penalty) that may be incurred by County as a result of inappropriate claims submitted by or on behalf of one of its staff or vendors that was excluded or suspended regardless of Contractor's prior knowledge of such exclusion or suspension. Failure by Contractor to comply with this provision shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement.

8.6 COMPLAINTS

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

8.6.1 Within ten (10) business days of the Effective Date of this Agreement, Contractor shall provide to County with Contractor's policy for receiving, investigating and responding to user complaints.

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

- 8.6.3** If County requests changes to Contractor's policy, then Contractor shall make such changes and resubmit the plan within ten (10) business days to County for approval.
- 8.6.4** If, at any time, Contractor wishes to change its policy regarding complaints, Contractor shall submit proposed changes to County for approval prior to implementing the changes.
- 8.6.5** Contractor shall preliminarily investigate all complaints and notify County's Project Manager, or authorized designee, of the status of the investigation within fifteen (15) business days of receiving the complaint.
- 8.6.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted, which shall adhere to formal plans for specific actions and strict time deadlines.
- 8.6.7** Copies of all written responses shall be sent to County's Project Manager, or authorized designee, within fifteen (15) business days of being mailed to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

- 8.7.1** In the performance of this Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to, standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.

- 8.7.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, agents and volunteers from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, 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, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.7.3 Facility Rules and Regulations

At any time that Contractor's agents, employees or subcontractors are at a Service Site or other County facility for provision of Services under this Agreement, Contractor and such persons shall be subject to the rules and regulations of that facility. County will provide or make available to Contractor a copy of rules and regulations pertaining to the facility upon execution of this Agreement and updates during its term. It is the responsibility of Contractor to acquaint all persons who may provide Services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees

or subcontractors from the provision of Services hereunder upon receipt of written notice from the Director that: (i) such employee or subcontractor has violated such rules or regulations, or (ii) such employee's or subcontractor's actions while at the County facility may adversely affect the delivery of health care services to County patients.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS – ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

8.8.1 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

8.8.2 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, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations

8.8.3 Contractor certifies to County each of the following:

- a)** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- b)** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- c)** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- d)** Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goals or timetables.

8.8.4 Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such actions

shall include, but are not limited to, employment, upgrading, demotion, transfer, recruitment and recruitment advertising, layoff and termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.8.5** Contractor certifies and agrees that it will deal with its subcontractors, bidders and vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation.
- 8.8.6** Contractor certifies and agrees that it, its affiliates, subsidiaries and holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement.
- 8.8.7** Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.7 when so requested by County.
- 8.8.8** If County finds that any provisions of this Paragraph 8.7 have been violated, such violation shall constitute a material breach of this Agreement, upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this 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 Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 8.8.9** The parties agree that in the event that Contractor violates any of the anti-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) from Contractor for each such violation, pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Agreement.
- 8.9 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**
- 8.9.1 Jury Service Program**
- This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (hereinafter "Jury Service

Program”), as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.9.2 Written Employee Jury Service Policy

- a) 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 County Code](#)) or that Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from 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 Employee’s regular pay the fees received for jury service.
- b) For purposes of this Paragraph, “Contractor” means a person, partnership, corporation or other entity which has a contract 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 contracts or subcontracts. “Employee” means any California resident who is a full-time employee of Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: (i) the lesser number is a recognized industry standard as determined by County, or (ii) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses a subcontractor to perform Services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to such agreement.
- c) If Contractor is not required to comply with the Jury Service Program when the 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 of the Agreement 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" and/or that Contractor continues to qualify for an exception to the Program.

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

8.10 CONFLICT OF INTEREST

8.10.1 No County employee whose position with County enables such employee to influence the award or administration of this 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 this 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.

8.10.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts that 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 8.9 shall be a material breach of this Agreement.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR ON A COUNTY RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the Effective Date of this 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 term of this Agreement.

8.12 CONSIDERATION OF HIRING GAIN/ START PARTICIPANTS

8.12.1 Should Contractor require additional or replacement personnel after the Effective Date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services (hereinafter "DPSS") Greater Avenues for Independence (hereinafter "GAIN") Program or Skills and Training to Achieve Readiness for Tomorrow (hereinafter "START") Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/START participants by job category

to Contractor. Contractor shall report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov; and DPSS will refer qualified GAIN/START job candidates.

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

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

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

8.13.2 Chapter 2.202 of the County Code

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

8.13.3 Non-responsible Contractor

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

8.13.4 Contractor Hearing Board

- a) 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.

- b) 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.
- c) 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 Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- d) If 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: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (a) Contractor has been debarred for a period longer than five (5) years; (b) the debarment has been in effect for at least five (5) years; and (c) 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.
- f) 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.

8.13.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of Contractor.

8.14 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, including Contractor, 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 subcontractors' place of business. Information and posters for printing are available at babysafela.org.

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

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

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

8.16 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

8.16.1 Contractor hereby warrants that neither it nor any of its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify the Director within ten (10) calendar days in writing of: (i) any event that would require Contractor or any aforementioned parties mandatory exclusion or suspension from participation in a Federally funded health care program; and (ii) any exclusionary or suspension action taken by

any agency of the Federal or State governments against any of the aforementioned parties barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.16.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.16.3 Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8.17 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will monitor Contractor's performance under this Agreement, which will include assessing Contractor's compliance with all Agreement terms and conditions and performance standards, as further specified in Exhibit B (Statement of Work). Contractor deficiencies which County determines are significant or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in the Agreement.

8.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

8.18.1 Contractor shall repair, or cause to be repaired, at its own cost and expense, any and all damage other than normal wear and tear to County facilities, buildings or grounds caused by Contractor or employees, agents or subcontractors of Contractor during performance of Services under this Agreement. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

8.18.3 County reserves the unilateral right to make any repairs which the Director or authorized designee determines, upon sole discretion, to be a public safety issue requiring immediate repair. County, at its option, will bill Contractor for the cost of such repairs and/or deduct the cost of such repairs from any outstanding amounts owed by County to Contractor.

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

8.19.1 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 this 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 and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.19.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, employees and volunteers from employer sanctions and any other liability which may be assessed against Contractor or County, or both, in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.20 COUNTERPARTS; ELECTRONIC SIGNATURES AND REPRESENTATIONS

This Agreement and any Amendments or modifications thereto may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

County and Contractor hereby agree to regard appropriate facsimile or digital representations of original signatures of authorized officers of each party on the Agreement related documents, received via an electronic communicative (facsimile, email or electronic signature), as legally sufficient evidence that legally binding signatures have been affixed to such documents.

8.21 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 and its agents, officers, employees and volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees, for which County may be found jointly or solely liable, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.22 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of Services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the

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

8.23 PERFORMANCE DURING EMERGENCIES/FORCE MAJEURE EVENTS

Contractor recognizes that healthcare facilities maintained by County, including the Service Sites, provide care essential to the residents of the communities they serve and that these Service Sites may be of particular importance at the time of a fire, flood, epidemic, quarantine restriction, riot, insurrection, civil unrest, natural disaster/occurrence, strike, lockout, freight embargo or other similar event (hereinafter in this Paragraph each such event is referred to as an "emergency" or "force majeure event").

Notwithstanding any other provision of this Agreement, full performance by Contractor during any emergency is not excused if such performance remains physically possible, unless otherwise directed by County. Failure by Contractor to comply with this requirement shall be considered a material breach by Contractor, for which County may immediately terminate this Agreement.

In the event Contractor's failure to perform arises as a result of an emergency, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delays caused by such emergency/force majeure event.

8.24 GOVERNING LAW, JURISDICTION AND VENUE

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

8.25 PROTECTION OF MEDICAL INFORMATION

8.25.1 Health Insurance Portability and Accountability Act Compliance

Contractor acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and its implementing regulations. Contractor further acknowledges and agrees that, as a provider of Services under this Agreement, it has obligations with respect to the confidentiality, privacy and security of patient' medical information (also, "PHI" under HIPAA) and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

Contractor, therefore, agrees that (a) it and any staff providing Services under this Agreement shall preserve the confidentiality of PHI and shall comply with all other obligations and provisions relating to HIPAA that may be specified herein, including Exhibit A (Additional Provisions) to the Agreement, and (b) it shall indemnify and hold harmless County (including its officers, employees, agents and volunteers) for any damages to County that may be attributable to failure to preserve the confidentiality of PHI or to comply with the applicable obligations under HIPAA, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.25.2 Confidentiality of Medical Information Act

Contractor acknowledges that County is subject to the Confidentiality of Medical Information Act (hereinafter "CMIA"), which protects the confidentiality of individually identifiable medical information obtained by health care providers. As a contractor of County, Contractor, therefore, agrees to comply with the CMIA and shall not disclose any stored or accessible medical information regarding a patient, enrollee or subscriber.

8.25.3 Remedies

Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.25 shall constitute a material breach of this Agreement, upon which County may suspend or terminate the Agreement for default, at its sole discretion, and/or take such other actions as deemed necessary or appropriate by County or required by law. Contractor also acknowledges and agrees that due to the unique nature of the sensitive information addressed in this Paragraph 25 there can be no adequate remedy at law for any breach of Contractor's obligations hereunder, and, therefore, upon any such breach or any threat thereof, County shall be entitled to appropriate equitable remedies and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies County might have at law or equity.

8.26 INDEPENDENT CONTRACTOR STATUS

8.26.1 This 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.

8.26.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this 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. Consistent with the foregoing, County shall have no liability, and Contractor shall be solely and fully liable and responsible, to any of Contractor's employees, subcontractors or other persons providing work under this Agreement on behalf of Contractor, if any such person is unable to work or is required to stop working (permanently or temporarily) as a result of the person's exposure to an infectious disease or other hazard while performing work pursuant to the Agreement, even if such person complied with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including those relating to the work site. Nothing in this Paragraph is intended in any way to alter or release Contractor from obligation to obtain and maintain the requisite workers' compensation coverage pursuant to Paragraph 8.29.3 (Workers' Compensation and Employers' Liability) below.

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

8.26.4 Contractor shall adhere to the provisions of Paragraph 7.5 (Confidentiality).

8.27 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers (hereinafter "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 Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

Any legal defense pursuant to Contractor's indemnification obligations under the Agreement 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 reasonable 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.

8.28 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been

met, Contractor shall provide and maintain at its own expense insurance, during the term of the Agreement, coverage satisfying the requirements specified in this Paragraph 8.28 and Paragraph 8.29 (Insurance Coverage) below. These minimum insurance coverage terms, types and limits (hereinafter "Required Insurance") also are in addition to and separate from any other contractual obligations imposed upon Contractor pursuant to this Agreement, including those that may be specified in Exhibit A (Additional Provisions) to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

8.28.1 Evidence of Coverage and Notice to County

- a) Certificate(s) of insurance coverage (hereinafter "Certificate") satisfactory to County and a copy of an Additional Insured endorsement confirming County and its Agents (as defined below) has been given Insured status under Contractor's General Liability policy shall be delivered to County at the email address specified below and provided prior to commencing services under this Agreement.
- b) Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- c) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of Contractor identified as the contracting party in this 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.
- d) 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.
- e) Certificates and copies of any required endorsements shall be emailed to the County of Los Angeles, Department of Health Services, Contracts and Grants Division, as the Certificate Holder at:

cgcontractorinsurance@dhs.lacounty.gov

- f) 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 subcontractors which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.28.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (hereinafter 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's and its Agents' additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable 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 providing it satisfies the Required Insurance provisions herein.

8.28.3 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) days in advance of cancellation for non-payment of premium and thirty (30) 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 this Agreement, in the sole discretion of County, upon which County may suspend or terminate this Agreement.

8.28.4 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 this Agreement, upon which County immediately may withhold payments due to Contractor and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the Required Insurance and, without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.28.5 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.

8.28.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies with respect to any claims related to this 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.

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

8.28.8 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 that 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 written approval of any subcontractor request for modification of the Required Insurance.

8.28.9 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.

8.28.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the Effective Date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of no less than three (3) years following the Agreement's expiration, termination or cancellation.

8.28.11 Application of Excess Liability Coverage

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

8.28.12 Separation of Insureds

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

8.28.13 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.

8.28.14 County Review and Approval of Insurance Requirements

County reserves the right to review and adjust the Required Insurance provisions based on County’s determination of changes in risk exposures.

8.29 INSURANCE COVERAGE

Contractor shall obtain and maintain for the term of the Agreement the insurance programs and coverages as specified in this Paragraph below.

8.29.1 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:	\$2 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

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

8.29.3 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 County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.30 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees and agents that perform Services under this Agreement obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations and certificates required by law, which are applicable to their performance of Services hereunder. All such licenses, permits, registrations, accreditations and certifications relating to Services hereunder shall be made available by Contractor to County upon request, unless stated otherwise in the Statement of Work or instructed by County.

8.31 LIQUIDATED DAMAGES

8.31.1 If, in the judgment of the Director, or authorized designee, Contractor is deemed to be non-compliant with the terms or obligations assumed hereby, the Director, or authorized designee, upon sole discretion, in addition to and/or in lieu of other remedies provided herein, may withhold or deduct from the payments due to Contractor by County or otherwise withhold certain amount(s) for deficiently performed Services, including delays, as specified in this Paragraph below. A description of the deficiencies and the amount(s) to be deducted from payments due to Contractor or otherwise withheld will be provided to Contractor by the Director, or authorized designee, in a written notice describing the reasons for such action.

8.31.2 If the Director, or authorized designee, determines that there are deficiencies in the performance of this Agreement, which in the judgment of the Director, or authorized designee, are deemed correctable by Contractor within a reasonably short period of time, the Director, or authorized designee, will provide a written notice to Contractor to correct the deficiencies within a specified time frame. Should Contractor fail to correct deficiencies within such time frame, the Director may:

- a) To the extent applicable, deduct applicable pro rata portions of the amounts payable to Contractor; and/or
- b) Deduct Liquidated Damages

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct the deficiencies within the specified time

frame. The parties, therefore, hereby agree that, under the current circumstances, a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and Contractor shall be liable to County for liquidated damages in such amount. Any liquidated damages assessed by County under the Agreement shall be deducted or otherwise withheld from County's payments due to Contractor; and/or

- c) Upon five (5) days' prior notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and deduct from County's payments due to Contractor or otherwise withhold the total costs incurred by County for completion of the work by an alternate source, whether by County or a County engaged third party, as determined by County.

8.31.3 Assessment by County of liquidated damages as described in this Paragraph above shall not be construed as a penalty, but as adjustment of payment(s) to Contractor for County's recovery of the costs due to the failure of Contractor to complete or comply with the provisions of this Agreement.

8.31.4 This Paragraph shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as otherwise specified in the Agreement and shall not, in any manner, restrict or limit County's right to terminate this Agreement.

8.32 MOST FAVORED PUBLIC ENTITY

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

8.33 NON-EXCLUSIVITY

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

8.34 NOTICE OF DELAYS

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

8.35 NOTICE OF DISPUTES

Contractor shall bring to the attention of County's Project Manager, or authorized designee, any dispute between County and Contractor regarding the performance of Services. If such individual is not able to resolve the dispute on behalf of County,

the dispute shall be escalated for resolution to County's Project Director, or authorized designee.

8.36 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME 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 No. 1015.

8.37 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where and how to safely surrender a baby. Posters and other campaign materials are available on the Internet at babysafela.org.

8.38 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be mailed by first-class registered or certified mail, postage prepaid, or emailed to the applicable contacts identified in Exhibit E (County's Administration) and Exhibit F (Contractor's Administration). Contact information may be changed by either party by provision of a ten (10) days' prior written notice thereof to the other party.

8.39 PROHIBITION AGAINST INDUCEMENT AND PERSUASION

Notwithstanding any other provision of this Agreement, Contractor and County agree that, during the term of this 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.

8.40 PUBLIC RECORDS ACT

8.40.1 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 provided pursuant to Paragraph 8.42 (Record Retention and Inspection/Audit Settlement) of this Agreement; as well as any documents that may have been submitted in response to a solicitation resulting in this 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 identified in the [California Government Code Section 7921 et seq.](#) (hereinafter "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.

- 8.40.2** 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 any response to a solicitation resulting in this Agreement, which is marked as "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, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.41 PUBLICITY

- 8.41.1** Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, 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 this Agreement within the following conditions:

- a) Contractor shall develop all publicity material in a professional manner; and
- b) During the term of this Agreement, Contractor shall not, and shall not authorize any others to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Director, or authorized designee. County will not unreasonably withhold its consent.

- 8.41.2** Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.41 shall apply.

8.42 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 8.42.1** Contractor shall maintain and, upon County's request, provide accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement, during the term of the Agreement and for a minimum of five (5) years following its expiration or termination (hereinafter in this Paragraph 8.42 "retention period").

- 8.42.2** Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy and transcribe any pertinent transaction, activity or record relating to this Agreement, including (hereinafter for purposes of this Paragraph 8.42 "records"). All such records, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during

the term of this Agreement and for the duration of the retention period thereafter, unless County's written permission is given to dispose of any such records prior to such time. All such records shall be maintained by Contractor at a location in Los Angeles County, provided that if any such records are located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem and any other costs incurred by County to examine, audit, excerpt, copy and/or transcribe such records at such location outside of Los Angeles County.

In the event such records are maintained by Contractor at a location outside of Los Angeles County or if permitted by County, Contractor may satisfy the requirements of this Paragraph 8.42.2 by transmitting the records to County electronically, provided that (i) Contractor shall encrypt all records transmitted on networks outside of Contractor's control with Transport Layer Security (hereinafter "TLS") 1.2 or higher or Internet Protocol Security (hereinafter "IPSec"), at a minimum, cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer, or authorized designee, and (ii) all such records shall be rendered unusable, unreadable and indecipherable to unauthorized individuals. The parties may also agree on an alternate method of providing the requested records to County.

- 8.42.3** In the event that an audit of Contractor is conducted specifically regarding this Agreement by any Federal or State auditor or by any auditor or accountant employed by Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then Contractor shall file a copy of each such audit report, including Service Organization Controls (hereinafter "SOC1") Reports, with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.42.4** Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.42 shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.
- 8.42.5** If, at any time during the term of this Agreement or during the retention period after the expiration or termination of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: (a) prepaid by Contractor to County by cash payment upon demand or (b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor for the work, then the difference shall be paid to Contractor by County by cash

payment, provided that in no event shall County's maximum obligation for the provision of such work exceed the funds appropriated by County for the work.

8.43 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 on this Agreement.

8.44 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for Contractor's Services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

8.45 SUBCONTRACTING

8.45.1 County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor. Consequently, no performance by Contractor of this Agreement may be subcontracted **without the advance written approval of County**. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Agreement.

8.45.2 If Contractor desires to subcontract, Contractor shall provide to County the following:

- a)** A detailed description of the work to be performed by the proposed subcontractor;
- b)** A draft copy of the proposed subcontract, unless otherwise instructed by County; and
- c)** Other pertinent information and/or certifications requested by County.

8.45.3 Notwithstanding any provision of this Agreement to the contrary, Contractor shall indemnify, defend and hold harmless County, including its officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees, in any way arising from or related to Contractor's use of any subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.45.4 Notwithstanding County's consent to subcontract, in addition to the provisions under the Agreement that specifically apply to subcontractors, Contractor shall ensure that each subcontractor engaged for provision of Services hereunder complies with the following provisions:

- a) Base Agreement – Paragraph 7.4 (Confidentiality)
- b) Base Agreement – Paragraph 8.6 (Compliance with Applicable Laws, Rules and Regulations)
- c) Base Agreement – Paragraph 8.7 (Compliance with Civil Rights Laws – Anti-Discrimination and Affirmative Action Laws)
- d) Base Agreement – Paragraph 9 (Conflict of Interest)
- e) Base Agreement – Paragraph 8.18 (Damage to County Facilities, Buildings and Grounds)
- f) Base Agreement – Paragraph 8.25 (Protection of Medical Information)
- g) Base Agreement – Paragraph 27 (Indemnification)
- h) Base Agreement – Paragraph 28 (General Provisions for all Insurance Requirements)
- i) Base Agreement – Paragraph 29 (Insurance Coverage)
- j) Base Agreement – Paragraph 8.30 (Licenses, Permits, Registrations, Accreditations and Certificates)
- k) Base Agreement – Paragraph 41 (Publicity)
- l) Base Agreement – Paragraph 42 (Record Retention and Inspection/ Audit Settlement)
- m) Base Agreement – Paragraph 56 (Unlawful Solicitation)
- n) Base Agreement – Paragraph 63 (Prohibition from Participation in Future Solicitations)
- o) Exhibit A (Additional Provisions) – Attachment 1 (HIPAA Compliance)
- p) Exhibit D (Acknowledgement and Confidentiality Agreement)

8.45.5 Contractor shall ensure that each proposed subcontractor is appropriately qualified for provision of Services for which subcontractor is being engaged and shall remain fully responsible for all performances required of Contractor under this Agreement, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract. Furthermore, subcontracting of any Services under this Agreement shall not be construed to limit, in any way, Contractor's performance, obligations or responsibilities to County or limit, in any way, any of County's rights or remedies contained in this Agreement.

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

- 8.45.7** The Director, or designee, is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for its files.
- 8.45.8** 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 County's consent to subcontract.
- 8.45.9** Contractor shall obtain certificates of insurance, which establish that either (i) the proposed subcontractor maintains all the programs of insurance required under this Agreement, or (ii) Contractor has procured such insurance coverage for the proposed subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

cgcontractorinsurance@dhs.lacounty.gov.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.15 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure by Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which County may terminate this Agreement pursuant to Paragraph 8.49 (Termination for Default) and/or pursue debarment of Contractor pursuant to [County Code Chapter 2.202](#).

8.47 TERMINATION FOR CONVENIENCE

County may terminate or suspend this Agreement, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination/suspension of work hereunder shall be effected by notice to Contractor specifying the extent to which performance of work is terminated/suspended and the date upon which such termination/suspension will become effective, which will be no less than ten (10) days after the notice is provided. Contractor shall be subject to the requirements of Paragraph 8.54 (Effect of Termination) in the event of County's termination and, to the extent applicable, suspension of this Agreement as provided herein.

8.48 TERMINATION FOR DEFAULT

- 8.48.1** County may, by written notice to Contractor, terminate the whole or any part of this Agreement if, in the judgment of the Director or designee:
- a)** Contractor has materially breached this Agreement;
 - b)** Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service or other work required under this Agreement; or

- c) Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement or of any obligations of this Agreement and, in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure; or
- d) Contractor or any of its personnel providing Services under the Agreement (i) fail to comply with any directions or instructions by or on behalf of County issued pursuant to the Agreement or (ii) may be engaging in a course of conduct which poses an imminent danger to the life or health of County patients.

8.48.2 In the event that County terminates this Agreement in whole or in part as provided in Paragraph 8.49.1, 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 this Agreement to the extent not terminated under the provisions of this Paragraph.

8.48.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.49.2 if its failure to perform this Agreement arises out of a force majeure event (as defined in Paragraph 23 (Performance During Emergencies/Force Majeure Events)); but in every case, the failure to perform must be beyond the control and without the 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 the fault or negligence of either of them, then 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. As used in this Paragraph 8.49.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.48.4 If, after County has given notice of termination under the provisions of this Paragraph 8.49, it is determined by County that Contractor was not in default under the provisions of this Paragraph 8.49 or that the default was excusable under the provisions of Paragraph 8.49.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.48 (Termination for Convenience).

8.48.5 The rights and remedies of County provided in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.49 TERMINATION FOR IMPROPER CONSIDERATION

- 8.49.1** County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this 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 this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to this 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.
- 8.49.2** Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made to the County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.49.3** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.50 TERMINATION FOR INSOLVENCY

- 8.50.1** County may terminate this Agreement forthwith in the event of the occurrence of any of the following:
- a) Insolventcy of Contractor**
Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - b)** The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
 - c)** The appointment of a Receiver or Trustee for Contractor; or
 - d)** The execution by Contractor of a general assignment for the benefit of creditors.
- 8.50.2** The rights and remedies of County provided in this Paragraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.51 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#), retained by Contractor, shall fully comply with County's Lobbyist Ordinance under [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's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may, in its sole discretion, immediately terminate or suspend this Agreement.

8.52 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.53 EFFECT OF TERMINATION

8.53.1 In the event of termination of this Agreement as provided hereunder or upon the expiration of the Agreement, as applicable, and unless otherwise specified by County in writing:

- a) Contractor shall continue the performance of this Agreement to the extent not terminated;
- b) Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to County all Services and/or deliverables completed and those in progress on a media reasonably requested by County, if applicable;
- c) Where such termination is not due to default or breach by Contractor, County will pay to Contractor all sums due for Services properly performed through the effective date of such expiration or termination;
- d) Contractor shall return to County any monies paid in advance by County, yet unearned by Contractor, including any prepaid fees, no later than thirty (30) days after the date of County's termination of this Agreement, whether for convenience or any default or breach hereunder; and
- e) Contractor shall promptly return to County any and all of County's confidential information that relates to the portion of the Agreement terminated by County on a media reasonably requested by County.

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

- a) Stop work under this Agreement, as identified in such notice;
- b) Transfer title and deliver to County all completed work and work in process; and

- c) Complete performance of such part of the work as shall not have been terminated by such notice.

8.53.3 Following expiration or any termination of this Agreement, Contractor shall maintain all material including books, records, documents and any other evidence bearing on the costs and expenses of Contractor under this Agreement, in accordance with Paragraph 8.42 (Record Retention and Inspection/Audit Settlement).

8.53.4 Expiration or termination of this Agreement for any reason will not release either party from any liabilities or obligations set forth in this Agreement, which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) which remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

8.54 INTENTIONALLY OMITTED

8.55 VALIDITY AND ENFORCEABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, unenforceable or illegal, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, and any part of the Agreement held to be invalid or unenforceable shall be revised so as to make it valid and enforceable, consistent with the intent of the parties expressed in that provision. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.

8.56 WAIVER

No waiver by County of any breach of any provision of this 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 this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.58 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.57 WARRANTY AGAINST CONTINGENT FEES

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

8.57.2 For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the amounts due to Contractor or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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

- 8.58.1** Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 8.58.2** Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with [Los Angeles Code Chapter 2.206](#).

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

Failure by Contractor to maintain compliance with the requirements set forth in Paragraph 8.16 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure by Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor pursuant to [County Code Chapter 2.206](#).

8.60 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 ([Elections Code Section 14000](#)). No less than ten (10) days before every statewide election, Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of such [Section 14000](#).

8.61 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

- 8.61.1** Contractor acknowledges that County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.
- 8.61.2** If Contractor or a member of Contractor's staff is convicted of a human trafficking offense, County shall require that Contractor or such member of Contractor's staff be removed immediately from performing services under this Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.61.3** Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

8.62 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

Contractor shall comply and ensure that all of its subcontractors comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#), Employment Discrimination: Conviction History. Contractor's violation of this Paragraph of the Agreement may constitute a material breach of the Agreement, upon which County may, in its sole discretion, terminate this Agreement.

8.63 COMPLIANCE WITH COUNTY POLICY OF EQUITY

Contractor acknowledges that County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (hereinafter "CPOE") (<https://ceop.lacounty.gov/>). Contractor further acknowledges that County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, on behalf of itself, its employees and subcontractors, acknowledges and certifies receipt and understanding of the CPOE. Failure by Contractor, its employees or its subcontractors to uphold County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

8.64 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATIONS

A bidder, proposer or other respondent to a County solicitation or Contractor, as applicable, or a subsidiary or subcontractor thereof (hereinafter for purposes of this provision "Vendor"), is prohibited from submitting a bid, proposal or other response to a County solicitation if the Vendor has provided advice or consultation for the solicitation. A Vendor is also prohibited from submitting a bid, proposal or other response to a County solicitation if the Vendor has developed or prepared any of the solicitation materials on behalf of County. A violation of this provision shall result in the disqualification of the Vendor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration or other termination of this Agreement.

8.65 INJURY AND ILLNESS PREVENTION PROGRAM

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

8.66 CAMPAIGN CONTRIBUTION PROHIBITION

Pursuant to California [Government Code Section 84308](#), Contractor and its agents and subcontractors are prohibited from making a contribution of more than \$250 to any County officer for twelve (12) months after the date of the final decision in the proceeding involving this Agreement.

By executing this Agreement, Contractor represents and warrants that neither it nor any of its agents or subcontractors shall make a contribution of more than \$250

to any County officer for twelve (12) months following the Effective Date of the Agreement.

Failure to comply with the provisions of California [Government Code Section 84308](#) and of this Paragraph may be a material breach of the Agreement as determined in the sole discretion of County.

8.67 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

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

8.68 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

8.69 INTELLECTUAL PROPERTY INDEMNIFICATION

8.69.1 Contractor shall indemnify, defend and hold harmless County from and against any and all liability, damages, costs, losses, fees and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and/or utilization of Contractor's Services under this Agreement, including any products of or tools or methodologies used in the provision of Services hereunder, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.69.2 In the event any product of or tool or methodology used in the provision of any Services hereunder becomes the subject of any complaint, claim or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined or subjected to a risk of damages, Contractor, at its sole cost and expense, and provided that County's continued use of Contractor's Services is not materially impeded, shall do one or any of the following:

- a) Procure for County all rights to continued use of the questioned product, tool or methodology; or
- b) Replace the questioned product, tool or methodology with a non-questioned item; or
- c) Modify the questioned product, tool or methodology to render it free of claims.

8.70 SURVIVAL

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Paragraphs and Exhibits shall survive any termination or expiration of this Agreement:

- Base Agreement – Paragraph 5.3 (No Payment for Services Provided Following Expiration/Termination of Agreement)
- Base Agreement – Paragraph 7.4 (Confidentiality)
- Base Agreement – Paragraph 8.7 (Compliance with Applicable Laws, Rules and Regulations)
- Base Agreement – Paragraph 8.24 (Governing Law, Jurisdiction and Venue)
- Base Agreement – Paragraph 8.25 (Protection of Medical Information)
- Base Agreement – Paragraph 8.27 (Indemnification)
- Base Agreement – Paragraph 8.28 (General Provisions for All Insurance Coverage)
- Base Agreement – Paragraph 8.29 (Insurance Coverage)
- Paragraph 8.42 (Record Retention and Inspection/Audit Settlement)
- Paragraph 8.46 (Termination For Breach Of Warranty To Maintain Compliance With County's Child Support Compliance Program)
- Paragraph 8.64 (Prohibition from Participation in Future Solicitations)
- Paragraph 8.70 (Survival)
- Exhibit A (Additional Provisions)
- Exhibit D (Acknowledgement and Confidentiality Agreement)

**AGREEMENT
FOR
SECURITY GUARD SERVICES**

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

CONTRACTOR

Universal Protection Service, LP DBA
Allied Universal Security Services

By Steve Claton Digitally signed by Steve Claton
Date: 2026.04.29 13:53:54
-07'00'
Signature

Steve Claton
Printed Name
Regional President
Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By Patrice Salseda Digitally signed by Patrice
Salseda
Date: 2026.04.30 16:00:59
-07'00'
PATRICE SALSEDA
Principal Deputy County Counsel

**LOS ANGELES COUNTY
DEPARTMENT OF HEALTH SERVICES**



SECURITY GUARD SERVICES

**EXHIBIT A
ADDITIONAL PROVISIONS**

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ATTACHMENTS

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EXHIBIT A

ADDITIONAL PROVISIONS

1. OVERVIEW

This Exhibit A (Additional Provisions) to the Agreement, including any attachments hereto (hereinafter also “Additional Provisions”), sets forth the terms and conditions for provision of Services pursuant to the Agreement. These Additional Provisions are in addition to the terms and conditions of the Base Agreement under the Agreement.

Unless otherwise specified herein, those terms and phrases with the initial letter capitalized that are not expressly defined herein shall have the meanings given to such in the Base Agreement under the Agreement.

2. INFORMATION PRIVACY AND SECURITY

2.1 COUNTY INFORMATION

By executing the Agreement, Contractor (on behalf of itself and any and all employees, agents and subcontractors) (i) acknowledges and agrees that it will not and may not store, maintain or access on or from non-County equipment/devices any County data or information for provision of Services under the Agreement, and (ii) certifies its compliance with the requirements of this Paragraph 2 prior to commencement of Services hereunder and for as long as Contractor or any of its employees, agents or subcontractors is in possession of any County data or information, including patient, personally identifiable and any other sensitive information (hereinafter “County Information”).

2.2 HIPAA OBLIGATIONS

Contractor acknowledges that County is subject the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (hereinafter “HIPAA”) and regulations promulgated thereunder, including the Privacy, Security, Breach Notification and Enforcement Rules at 45 Code of Federal Regulations (hereinafter “C.F.R.”) Parts 160 and 164 (hereinafter, collectively, “HIPAA Rules”). As a provider of Services for County, Contractor agrees to the applicable provisions relating to HIPAA as specified in Attachment 1 (HIPAA Compliance), attached hereto.

2.3 SECURITY AND PRIVACY INCIDENTS

In the event of a security or privacy Incident (as defined below), Contractor shall:

- Promptly notify the DHS Chief Information Security Officer, the DHS Information Security Officer and the DHS Chief Privacy Officer of any suspected, attempted, successful or imminent threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification or destruction (hereinafter “Incident”) of County Information within 24 hours of detection. All notifications shall be submitted via encrypted email and telephone to the following:
 - **DHS Chief Information Security Officer and DHS Chief Privacy Officer** – via DHS Enterprise Help Desk at helpdesk@dhs.lacounty.gov and by phone at (323) 409-8000
 - **DHS Chief Information Security Officer** – Jeff Zito at jzito@dhs.lacounty.gov
 - **DHS Chief Privacy Officer** – Jennifer Papp, RD, CHPC at jpapp@dhs.lacounty.gov

- **Departmental (DHS) Information Security Officer** – Vahe Haratounian at vharatounian@dhs.lacounty.gov
- Include the following information in all notices:
 - The date and time of discovery of the Incident;
 - The approximate date and time of the Incident;
 - A description of the type of County Information involved in the reported Incident;
 - A summary of the relevant facts, including a description of measures taken to respond to and remediate the Incident, and any planned corrective action(s) as they are identified; and
 - The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the Incident.
- Cooperate with County to investigate the Incident and seek to identify the specific County Information involved in the Incident as requested by County, without charge, unless the Incident was caused by the acts or omissions of County. As information about the Incident is collected or otherwise becomes available to Contractor, and unless prohibited by law, Contractor shall provide information regarding the nature and consequences of the Incident that are reasonably requested by County to allow County to notify impacted individuals, government agencies and/or credit bureaus.
- Assist and cooperate with forensic investigators, County, law firms and/or law enforcement agencies at the direction of County to help determine the nature, extent and source of any Incident and reasonably assist and cooperate with County on any additional disclosures that County is required to make as a result of the Incident.

Notwithstanding any other provisions in the Agreement, Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by Contractor's weaknesses, negligence, errors or lack of information security or privacy controls or provisions or otherwise failure to comply with any of the terms or conditions of this Paragraph 2.

2.4 DATA DESTRUCTION

Contractor that has maintained, processed or stored on non-County equipment/devices any County data and/or information, implied or expressed, has the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization, available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within or outside of Los Angeles County. County must receive within ten (10) business days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable and indecipherable.

Contractor must certify that any County data stored on purchased, leased or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers and/or workstations, are destroyed consistent with the current

National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was properly destroyed and is unusable, unreadable, and/or undecipherable.

2.5 EQUITABLE REMEDIES

Failure on the part of Contractor to comply with any of the provisions of this Paragraph 2 shall constitute a material breach of the Agreement, upon which County may suspend or terminate for default the Agreement, at its sole discretion, and/or take such other actions as deemed necessary or appropriate by County or required by law. Contractor also acknowledges and agrees that due to the unique nature of the sensitive information addressed in this Paragraph 2 there can be no adequate remedy at law for any breach of Contractor's obligations hereunder, and, therefore, upon any such breach or any threat thereof, County shall be entitled to appropriate equitable remedies and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies County might have at law or equity.

2.6 PRIVACY AND SECURITY INDEMNIFICATION

Notwithstanding any provision of the Agreement to the contrary, whether expressly or by implication, 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, including its officers, employees, agents and subcontractors, to comply with (i) the provisions of this Paragraph 2 or (ii) any Federal and/or State laws in connection with accessing, collecting, processing, storing, disclosing or otherwise using any County Information.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2 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. 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.

2.7 SURVIVAL

The provisions of this Paragraph 2 shall survive the expiration or termination of the Agreement.

3. INSURANCE REQUIREMENTS

The insurance coverage requirements set forth in Attachment 2 (Additional Insurance Requirements) to this Exhibit A supplement and/or replace those specified in the Base Agreement under the Agreement.

4. CONTRACTOR PERSONNEL

4.1 MEDICAL HEALTH SCREENING

Unless otherwise instructed by County or specified in the Statement of Work, Contractor shall ensure that all of Contractor's staff that may provide Services at any County healthcare facility or site (hereinafter, for purposes of this Paragraph, "healthcare

campus") pursuant to the Agreement, prior to commencement of such Services at a healthcare campus, shall have undergone and successfully passed a current health screening consistent with the DHS policy and the requirements of Attachment 3 (Medical Health Screening), attached hereto (hereinafter "Medical Health Screening"). The cost of Medical Health Screening shall be borne by Contractor.

4.2 INFECTION CONTROL

Unless otherwise instructed by County or specified in the Statement of Work, Contractor shall ensure that any of Contractor's staff entering any of County facilities or coming into contact with the public shall comply with and strictly adhere to the applicable County Infection Control and Employee Health Guidelines, provided or made available by County, to prevent the transmission of infections and to ensure prompt and appropriate treatment of Contractor's staff in the event of exposure. If any member of Contractor's staff is diagnosed with having an infectious disease, of which Contractor is made aware, and such person has had contact with a County patient or a member of the public during the usual incubation period for such infectious disease, then Contractor shall report such occurrence to County's Project Manager, or authorized designee for each site where Services were provided by such staff, within twenty-four (24) hours of becoming aware of the diagnosis. Notwithstanding the foregoing, Contractor shall not allow any member of Contractor's staff to come onto County premises if Contractor is aware that such person is diagnosed with having an infectious disease.

For purposes of the Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases (California Code of Regulations, Title 17).

4.3 BACKGROUND AND SECURITY INVESTIGATIONS

Unless otherwise instructed by County or specified in the Statement of Work, all Contractor personnel providing Services under the Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition to beginning and continuing to provide any such Services. County will use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. County may elect to perform the background check.

County may request that Contractor's staff member be immediately prohibited from providing Services under the Agreement at any time during the term of the Agreement, if such staff member does not pass a background investigation to the satisfaction of County or whose background or conduct is incompatible with any Service Site access requirements. County will not provide to Contractor or to Contractor's staff any information obtained through County conducted background clearance.

County may also immediately, at its sole discretion, deny or terminate any Service Site access to Contractor's staff that do not pass such investigation(s) to the satisfaction of County or whose background or conduct is incompatible with such Service Site's access requirements.

Disqualification, if any, of Contractor's staff pursuant to this Paragraph 4.3 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Agreement.

The provisions of this Paragraph 4.3 shall also apply to subcontractors of Contractor.

4.4 CONTRACTOR'S STAFF IDENTIFICATION

Contractor and any of its staff that may be assigned to or may provide Services at any of County's facilities or other sites, including Services Sites, are required to have a County identification (hereinafter "ID") badge, which they shall wear or otherwise visibly display at all times while at such sites. Contractor shall bear all cost and expense of the badging. Contractor shall ensure that all staff have obtained a County ID badge before they are assigned to or may commence work at any County facility or other site. Contractor staff may be asked by a County representative to leave a County facility or other site if they do not have the proper County ID badge on their person.

- 4.4.1 Contractor shall notify County within one (1) business day when staff has terminated employment with Contractor or is otherwise terminated from working under this Agreement and shall return such staff's County ID badge to County on the next business day following the termination.
- 4.4.2 If County requests removal of Contractor's staff from working on this Agreement, Contractor shall retrieve and return such staff's County ID badge to County on the next business day following the removal.

5. PROPRIETARY CONSIDERATIONS

5.1 LICENSE

Contractor hereby grants to County, its authorized users and patients a license to use the Services, including any software, equipment, designs, plans, technologies and/or any other intellectual property that may be utilized for provision of Services and/or accessed by County or its patients, together with related documentation and other specifications (hereinafter "License"), as further specified in Attachment 5 (License and Proprietary Rights) attached hereto.

5.2 OWNERSHIP

All data provided by County, including its users and patients, is and shall remain the property of County and is subject to the data destruction and/or return requirements set forth in Attachment 4 (Information Security and Privacy Requirements) attached hereto or Paragraph 2 (Information Privacy and Security) above, as applicable.

Further, Contractor agrees that County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities and tools (hereinafter "materials") which are originated or created specifically for County through Contractor's work pursuant to the Agreement. Contractor, therefore, for valuable consideration herein provided, hereby assigns and transfers to County all of Contractor's right, title and interest in and to all such materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor. Upon request of County, Contractor shall execute all documents and perform all other necessary acts to assign and transfer to and vest in County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights, which arise pursuant to Contractor's work under the Agreement.

6. INTENTIONALLY OMITTED

7. COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

7.1 LIVING WAGE PROGRAM

This Agreement is subject to the provisions of County's ordinance entitled "Living Wage Program" as codified in [Sections 2.201.010 through 2.201.100 of the Los Angeles County Code](#).

7.2 PAYMENT OF LIVING WAGE RATES

- 7.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Program ([Section 2.201.020 of the County Code](#)) or that Contractor qualifies for an exception to the Living Wage Program ([Section 2.201.090 of the County Code](#)), Contractor must pay its employees for the employees' services provided to County no less than (i) the applicable hourly living wage rate published by County (hereinafter "Living Wage Rate") or (ii) to the extent applicable, the applicable minimum wage rate for health care employees covered under SB 525 (hereinafter "SB 525 Wage Rate") as set forth in Paragraph 9 (Minimum Wage for Health Care Employees), whichever is greater, including, without limitation, "Travel Time" as defined below (hereinafter, for purposes of this Paragraph 7 "Minimum Wage Rate").
- 7.2.2 For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under the Agreement. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor will be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of Contractor under the laws of California, and who is providing full-time or part-time services to Contractor, which are provided to County under the Agreement. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- 7.2.3 If Contractor is required to pay a living wage when the Agreement commences, Contractor must continue to pay a living wage for the entire term of the Agreement, including any option period(s).
- 7.2.4 If Contractor is not required to pay a living wage when the Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor must immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for the exception to the Living Wage Program. In either event, Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Agreement, including any option period. County may also require, at any time during the term of the Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor will immediately be required to pay the living wage for the remaining term of the Agreement, including any option period.
- 7.2.5 For purposes of Contractor's obligation to pay its employees the applicable hourly living wage rate under this Agreement, "Travel Time" will have the following two meanings, as

applicable: (1) with respect to travel by an employee that is undertaken in connection with this Agreement, Travel Time will mean any period during which an employee physically travels to or from a County facility if Contractor pays the employee any amount for that time or if California law requires Contractor to pay the employee any amount for that time; and (2) with respect to travel by an employee between County facilities that are subject to two different agreements between Contractor and County (of which both agreements are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if Contractor pays the employee any amount for that time or if California law requires Contractor to pay the employee any amount for that time.

7.3 CONTRACTOR'S SUBMITTAL OF CERTIFIED MONITORING REPORTS

Contractor must submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports must list all of Contractor's employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports must be submitted on the form(s) under Attachment 6 (Payroll Statement of Compliance) hereto or other County approved form(s) containing the information specified above. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor must promptly provide such information. Contractor, through one of its officers, must certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

7.4 CONTRACTOR'S ONGOING OBLIGATION TO REPORT LABOR LAW-PAYROLL VIOLATIONS AND CLAIMS

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

7.5 COUNTY AUDITING OF CONTRACTOR RECORDS

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

7.6 NOTIFICATIONS TO EMPLOYEES

Contractor must place County-provided living wage posters at each of Contractor's places of business and locations where Contractor's employees are working. Contractor must also distribute County-provided notices to each of its employees at least once per year.

Contractor must translate posters and handouts into Spanish and any other language spoken by a significant number of Contractor's employees.

7.7 ENFORCEMENT AND REMEDIES

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

7.7.1 REMEDIES FOR SUBMISSION OF LATE OR INCOMPLETE CERTIFIED MONITORING REPORTS

If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of the Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

1. Withholding of Payment

If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

2. Liquidated Damages

It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to ascertain; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be ascertained at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until County has been provided with a properly prepared, complete and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

3. Termination

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

7.7.2 REMEDIES FOR PAYMENT OF LESS THAN REQUIRED LIVING WAGE

If Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

1. Withholding Payment

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

2. Liquidated Damages

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

3. Termination

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

7.7.3 DEBARMENT

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

7.8 USE OF FULL-TIME EMPLOYEES

With the exception of Contingency Guards, Contractor shall assign and use full-time employees of Contractor to provide services under the Agreement, unless Contractor can demonstrate to the satisfaction of County that it is necessary to use staff that are not full-time employees based on staffing efficiency or County requirements for the work to be performed under the Agreement. Contractor agrees not to, under any circumstance, assign or use for provision of services under the Agreement any staff that are not full-time employees of Contractor, unless and until County has provided written authorization for use of such staff. Contractor submitted with its proposal a full-time employee staffing plan. If Contractor changes its full-time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

7.9 CONTRACTOR RETALIATION PROHIBITED

Contractor and/or its employees must not take any adverse action which would result in the loss of any benefit of employment, any contract benefit or any statutory benefit for any employee, person or entity who has reported Contractor's violation of the Living Wage

Program to County or to any other public or private agency, entity or person. Any violation of the provisions of this Paragraph may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

7.10 CONTRACTOR STANDARDS

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

7.11 EMPLOYEE RETENTION RIGHTS

7.11.1 Contractor must offer employment to all retention employees who are qualified for such jobs. For purposes of this Paragraph, a "retention employee" is an individual:

- a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
- b. Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the effective date of this Agreement, which predecessor contract was terminated by the County prior to its expiration; and
- c. Who is or will be terminated from their employment as a result of the County entering into this Agreement.

7.11.2 Contractor will not be required to hire a retention employee who:

- a. Has been convicted of a crime related to the job or his or her performance; or
- b. Fails to meet any other County requirement for employees of contractors.

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

7.12 NEUTRALITY IN LABOR RELATIONS

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

8. EQUITABLE ACCESS TO HEALTHCARE FOR CONTRACTED EMPLOYEES

On April 4, 2023, the Board passed the Equitable Access to Healthcare for Contracted Employees Motion (hereinafter "Motion") directing DHS, in collaboration with other County departments, to:

1. Develop and implement a policy mandating that all new Proposition A contracts for security, environmental, including janitorial, and food services for County hospitals managed by DHS, including those provided under the Agreement, require 100% employer-paid healthcare premiums for employees, who work 30 hours or more per week, at the minimum actuarial value of the Affordable Care Act (hereinafter "ACA")

individual gold plan coverage (hereinafter "Gold Plan"), with the implementation deadline of December 31, 2023; and

2. Require Labor Peace Agreements for all such Proposition A contracts.

8.1 EMPLOYER PAID HEALTHCARE PREMIUMS

Contractor hereby agrees to comply with the Motion during the term of the Agreement and to provide 100% employer-paid healthcare premiums for Contractor's employees, who work 30 hours or more per week and elect to accept the healthcare benefits offered by Contractor, at the minimum actuarial value of the ACA Gold Plan at no cost to the employees.

8.2 LABOR PEACE AGREEMENTS

- 8.2.1 Contractor shall implement and shall ensure that each subcontractor implement, prior to providing any Services under the Agreement, a Labor Peace Agreement, which shall be maintained for the term of the Agreement. As used herein, a "Labor Peace Agreement" is a written agreement between Contractor or any of its subcontractors and a labor organization representing their employees that contains a provision prohibiting the labor organization and its members from engaging in any picketing, work stoppage, boycott or any other economic interference with the Services provided for County under the Agreement.
- 8.2.2 Contractor, therefore, represents and warrants that (i) it and each of its subcontractors that may provide Services under the Agreement shall execute prior to provision of Services and maintain during the term of the Agreement a Labor Peace Agreement with any labor organization representing or seeking to represent the employees of Contractor or any such subcontractor; (ii) it shall have submitted to County a copy of evidence of each such executed Labor Peace Agreement; and (iii) such Labor Peace Agreements shall prohibit during the term of the Agreement labor organizations and their members from engaging in picketing, work stoppages, boycotts or any other economic interference with the business of County, including County facilities and other Service Sites serviced under the Agreement.
- 8.2.3 Contractor acknowledges and agrees (i) that failure by Contractor or any of its subcontractors to enter into and maintain during the term of the Agreement a Labor Peace Agreement shall be deemed a material breach of the Agreement, entitling County to terminate the Agreement for default; and (ii) that it would be impracticable and extremely difficult to ascertain the actual damages resulting from such breach, also entitling the County to liquidated damages in accordance with the provisions of the Agreement in addition to any other rights and remedies otherwise available at law or in equity.
- 8.2.4 Notwithstanding any breach of a Labor Peace Agreement by a labor organization representing or seeking to represent the employees of Contractor or any subcontractor that may provide Services under the Agreement or by any of such labor organization's members, Contractor shall remain fully responsible for meeting the requirements of the Agreement, including supplying sufficient personnel for provision of Services thereunder.
- 8.2.5 The requirements of this provision apply to the extent the employees of Contractor and/or any of its subcontractors are represented by a labor organization as of the Effective Date or during the term of the Agreement.

9. MINIMUM WAGE FOR HEALTH CARE EMPLOYEES

The Services provided under this Agreement may be subject to the requirements of the California Senate Bill (hereinafter "SB") 525, as codified under California Labor Code Section 1182.14 et seq. and elsewhere under California law. To the extent SB 525 is applicable to Contractor and the Services provided hereunder, Contractor agrees to comply with the requirements of SB 525, as such may be amended, and, during the term of the Agreement, pay its employees, at a minimum, the applicable minimum SB 525 Wage Rate (defined above), including for provision of Services under the Agreement. If Contractor is also subject to the living wage requirements specified under Paragraph 7 (Compliance with County's Living Wage Program), if any, then the Minimum Wage Rate under such Paragraph 7 (Compliance with County's Living Wage Program) shall be the greater of the applicable Living Wage Rate (defined above) and the SB 525 Wage Rate, if applicable.

10. COMPLIANCE WITH COUNTY'S ADVANCING HIGH ROAD JOBS INITIATIVE

The County has established a "Advancing High Road Jobs" Initiative (link: [Advancing High Road Jobs by Harnessing the County's Procurement Power as a Market Participant Motion](#)) to create opportunities for full-time employment not just within the County but in the private sector. This Initiative is focused on hiring qualified employees, and providing high road jobs, from the County's High-Road Training Partnership ("H RTP") programs and other pre/apprenticeship and job training programs, including County pipeline programs like Preparing Los Angeles for County Employment ("PLACE") and the Delete the Divide Internship, that are part of a network of America's Job Centers of California ("AJCCs"), overseen by County's Department of Economic Opportunity ("DEO"), working together to help Los Angeles County residents succeed in the job market. They achieve this by providing education, training, career counseling, and support services funded through the Workforce Innovation and Opportunity Act ("WIOA"). WIOA focuses on assisting adults, dislocated workers, and youth in finding employment. The County's AJCCs play a key role by funding training programs and state certifications, equipping participants with the skills and qualifications needed to secure jobs. The County's AJCC information can be found at: [Los Angeles County Business Development Services, Business Resources](#).

- 10.1 In support of this initiative, throughout the Initial Term of the Agreement, County has established a 20% hiring goal to such qualified employees in County's AJCCs. Contractor must consider hiring such qualified employees for open opportunities as they become available.
- 10.2 To obtain the list of qualified security employees that are certified and trained by County in the AJCCs, Contractor will be provided direct access to the AJCC referral portal where County will refer qualified security employees to Contractor.
- 10.3 Within thirty (30) calendar days after the Effective Date of the Agreement, Contractor must provide to County its comprehensive annual hiring plan that outlines its commitment to achieve the 20% hiring goal throughout the Initial Term of the Agreement to such qualified employees in County's AJCCs.
- 10.4 Contractor must submit a semi-annual hiring report. The report must include, at a minimum, a description of the position(s) that was fulfilled, number of programs

participants hired, and program name. The semi-annual report must be submitted electronically to the designated County personnel.

ATTACHMENT 1
HIPAA COMPLIANCE

ATTACHMENT 1.3

INADVERTENT ACCESS

Contractor expressly acknowledges and agrees that the provision of Services under the Agreement does not require or permit access by Contractor or any of its officers, employees or agents to any patient medical records/patient information, including PHI as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Accordingly, Contractor shall instruct its officers, employees and agents that they are not to pursue or gain access to patient medical records/patient information, including PHI, for any reason whatsoever.

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

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

ATTACHMENT 2
ADDITIONAL INSURANCE REQUIREMENTS

ATTACHMENT 2.1

ADDITIONAL INSURANCE REQUIREMENTS

In addition to, and subject to, the requirements and any other provisions of the Agreement relating to insurance and/or in lieu of the insurance programs and coverages specified in the Base Agreement under the Agreement, Contractor shall provide and maintain for the term of the Agreement and thereafter, to the extent required herein, the insurance coverage(s) specified below. As used herein, the term "County and its Agents" shall mean and refer to the County of Los Angeles and its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers. Contractor acknowledges and agrees that the coverages required hereunder shall not in any way limit the liability of Contractor.

1. SEXUAL MISCONDUCT LIABILITY COVERAGE

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

ATTACHMENT 3

MEDICAL HEALTH SCREENING

All Contractor personnel that may provide services pursuant to the Agreement shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment before commencing any services under the Agreement. Contractor shall use the DHS forms and medical health screening methodology provided or requested by County.

The medical health screening shall be performed by a physician or other licensed healthcare professional ("PLHCP") authorized to perform such screening, with all costs and expenses of such to be borne by Contractor. County, at its sole option, may also elect to have some of the assessments and screening services of Contractor personnel to be provided by DHS Employee Health Services ("EHS"). Upon such election by County, Contractor personnel shall be required to present a written authorization from County prior to obtaining any screening services from DHS EHS. DHS, at its option, will charge Contractor for the costs of any such services provided by DHS EHS or deduct the costs from the amounts owed by County to Contractor for services provided by Contractor under the Agreement, regardless of whether Contractor personnel pass or fail the screening.

Each member of Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using County's "Health Clearance E2" forms. The forms must be signed by a healthcare provider attesting that all information is true and accurate, OR, in the alternative, such member of Contractor personnel may supply all required source documents to DHS EHS for verification.

Contractor must provide DHS EHS with the source documents for each member of Contractor personnel for review within four (4) hours of a request. Failure to provide the appropriate source documentation of health screenings/clearance will result in immediate release of such member of Contractor personnel from assignment without reinstatement until the person is compliant. Contractor shall maintain all source documents pertaining to all Contractor personnel's pre-employment and annual health evaluation, Tuberculosis, Respiratory Fit Testing and other required immunizations including COVID-19 vaccinations.

DHS facility staff are required to ensure that each member of Contractor personnel (i) receives the appropriate documents; (ii) has submitted them to the applicable DHS facility EHS; and (iii) has obtained health clearance prior to beginning the work assignment under the Agreement.

No person shall be allowed to work at any time inside any DHS healthcare providing facility without appropriate documentation of health screening. Lack of evidence of immunity to certain diseases will restrict assignment locations within the DHS facilities.

All Contractor personnel who have potential exposure to respiratory hazards and/or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style and size as the respirator that will be used at the applicable DHS facility. If so instructed by County or the applicable DHS facility, this will be an annual mandatory requirement.

Per County policy, Contractor personnel are required to comply with annual health screening. Unless specified otherwise in the Agreement, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "E2 Annual Health Clearance". Contractor personnel will be provided with the necessary

documentation for completion and submission to their PLHCP. The PLHCP will be required to complete the documents and submit them to Contractor, as appropriate, with the completed forms.

Contractor personnel will be given a 30-day reminder to comply with annual health screening requirements. A member of Contractor personnel who does not comply with annual or other health screening requirements may, at County's option, be given a letter indicating that such person has five (5) days to comply or be released from assignment. A copy of the "letter" will be provided to the supervisor/sponsor of such member of Contractor personnel for action. In any event, failure to provide documentation of health screening/clearance will result in immediate release from assignment without reinstatement until compliant.

Contractor personnel potentially exposed to occupational hazards will be provided emergency services within the allowable time frames, with the cost of such emergency services to be borne by Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing services for County will be reported on the OSHA Log 300/301, as required by Federal and State regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical care will be provided by the DHS EHS or the applicable facility's Emergency Room, with the cost of such medical care to be borne by Contractor, as appropriate. Contractor personnel may seek initial care for such injury or exposure from the facility EHS or DHS EHS within the allowable treatment time frames, with the cost of such care to be borne by Contractor, as appropriate. Subsequent follow-up treatments will be conducted through the appropriate agency's worker compensation medical provider, or individual's physician.

ATTACHMENT 4
INFORMATION SECURITY AND PRIVACY REQUIREMENTS
(INTENTIONALLY OMITTED)

ATTACHMENT 5
LICENSE AND PROPRIETARY RIGHTS
(INTENTIONALLY OMITTED)

ATTACHMENT 6
PAYROLL STATEMENT OF COMPLIANCE

I, Steve Claton (Name of Owner or Company Representative), Regional President (Title)

Do hereby state:

That (i) I pay or supervise the payment of the persons employed by Allied Universal (Contractor/Subcontractor) on the _____ (Agreement); (ii) during the payroll period commencing on the _____ (day) of _____ (Month and Year) and ending the 04 29 (day) of Steve Claton (Month and Year), all persons employed on such Agreement have been paid the full weekly wages earned; (iii) no rebates have been or will be made, either directly or indirectly, to or on behalf of (Contractor/Subcontractor) from the full weekly wages earned by any person; (iv) no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and as may be described below:

_____;

(v) any payrolls otherwise under the Agreement required to be submitted for the above period are correct and complete; and (vi) the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the Agreement.

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

Print Name and Title

Steve Claton, Regional President

Owner or Company Representative Signature:

Steve Claton

Digitally signed by Steve
Claton
Date: 2026.04.29
13:52:50 -07'00'

04/29/2026

Date:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT CONTRACTOR OR SUBCONTRACTOR TO CIVIL AND/OR CRIMINAL PROSECUTION. IN ADDITION, CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

EXHIBIT B
STATEMENT OF WORK
FOR
SECURITY GUARD
SERVICES

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STATEMENT OF WORK FOR SECURITY GUARD SERVICES

The provisions herein below, including any Attachments hereto, set forth the scope of and requirements for Guard Security Services (also "Services") to be provided by Contractor pursuant to the Agreement with the County of Los Angeles ("County") that may be awarded as a result of Request for Proposals No. HS-1158 ("RFP") issued by County's Department of Health Services ("DHS" or "Department"). This base document included in Exhibit B (Statement of Work) to the RFP or Exhibit B (Statement of Work) to the Agreement, as applicable, together with any Attachments hereto, shall be referred to as a "Statement of Work" or "SOW".

1.0 BACKGROUND AND OVERVIEW

Currently, DHS is responsible for providing Security Guard Services for its administrative offices, hospitals, health centers and clinics. Contractor shall be required to provide Services for any or all of the Service Sites identified in Attachment 1 (Service Sites) to this SOW in accordance with the requirements of the Agreement, including the Statement of Work, in exchange for payment of the applicable Service Fees set forth in the Pricing Schedule.

2.0 DEFINITIONS

Unless defined herein, the terms and phrases used throughout the Statement of Work shall have the particular meanings given to such in the Base Agreement under the Agreement. The terms and phrases used throughout the Statement of Work, with the initial letter capitalized where applicable, shall have the particular meanings specified below in this Paragraph 2.0.

- 2.1 **"Additional Services"** – shall have meaning specified in Paragraph 6.1 (Additional Services) of this SOW.
- 2.2 **"Area"; "Service Area"** – shall mean the area designated for the Service Site(s) for which Services shall be provided under the Agreement.
- 2.3 **"Business Hours"** – shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Time ("PT").
- 2.4 **"Contingency Guards"** – shall mean a 15% pool of available Guards not currently assigned to an existing Service Site, but onboarded by DHS and ready to be deployed to any Service Site in accordance with the provisions hereof, including Paragraph 5.2.2 (Contingency Guards).
- 2.5 **"Contract Discrepancy Report"; "CDR"** – shall mean a County issued report based on the form set forth in Attachment 2 (Contractor Discrepancy Report) to this SOW that will be used by County's Project Manager to record discrepancies and/or other problems with Contractor's compliance with the provisions of the Agreement, including the Statement of Work. A copy of the CDR will be provided to Contractor for response and corrective action as necessary.

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- 2.6 **“COOP”** – shall have meaning specified in Paragraph 5.5.1 (Contractor's Continuity of Operations Plan) of this SOW.
- 2.7 **“Coverage Plan”** – shall mean a document created by County that indicates the placement of Posts throughout the Service Sites(s). The coverage requirements for each Service Area are specified in the applicable Attachment (4.1 – 4.4) under Attachment 4 (Minimum Staff Coverage) to this SOW.
- 2.8 **“Daily Activity Report”; “DAR”** – shall mean a log based on Contractor's form used by Guards and Supervising Guards to record events throughout the day at their assigned Post.
- 2.9 **“Electronic Post Confirmation System”; “System”; “EPCS”** – shall mean an automated check-in system to be provided by Contractor in accordance with Paragraph 3.2.8 (Electronic Post Confirmation System).
- 2.10 **“Guard”** – shall refer to the job classification for Guard I, Guard II or Guard III.
- 2.11 **“Hourly Rate”** – shall have meaning specified in Paragraph 3.2.3.D (Reimbursement) of this SOW.
- 2.12 **“Matrix Report”** – shall mean a report based on Contractor's form with information relating to Contractor's staff's is compliance with personnel requirements in the Agreement, as further described in this SOW including Paragraph 5.4.4 (Matrix Report).
- 2.13 **“Monthly Inspection Report”; “MIR”** – shall mean a monthly report to be provided by Contractor documenting services provided, problems identified and corrective actions taken by Contractor, as further specified in Paragraph 5.4.1 (Monthly Inspection Report) of this SOW.
- 2.14 **“Open Post”** – shall refer to an assigned Post with no coverage, tracked in one-hour increments.
- 2.15 **“Performance Requirements Summary”; “PRS”** – shall mean a document that may be used by County for identifying critical performance indicators related to the Agreement, including the Statement of Work, which will be evaluated by County to determine whether Contractor meets the applicable performance standards.
- 2.16 **“Post”** – shall mean any physical location at a Service Site where Guards may be assigned to provide coverage.
- 2.17 **“Post Order(s)”** – shall mean County orders outlining duties, responsibilities and expectations of Guards and Supervising Guards at the Posts, including general Post Orders and Service Site specific Post Orders, as further described in Paragraph 5.1.2 (Post Orders) of this SOW.
- 2.18 **“Required Services”** – shall mean any Services that are required to be provided under the Agreement, including this Statement of Work.
- 2.19 **“Security Incident Report”; “SIR”** – a County form that must be completed by Contractor to report any significant security incidents, as further described in Paragraph 5.4.3 (Security Incident Reports) of this SOW.

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- 2.20 **“Security Manager”** – shall refer to the job classification for Security Manager.
- 2.21 **“Security Staff”** – shall mean and refer to any of the Guards, Supervising Guards and/or Security Managers providing Services under the Agreement.
- 2.22 **“Service Site(s)”** – any County owned, managed or authorized facility or other site identified in Attachment 1 (Service Sites) to this SOW.
- 2.23 **“Services”; “Security Services”** – shall mean any tasks, deliverables, goods, services and/or other work that may be provided by Contractor to County pursuant to the Agreement and this Statement of Work, including Security Guard Services.
- 2.24 **“Shift”** – predetermined number of hours identified by Contractor for provision of coverage for a Post.
- 2.25 **“Supervising Guard”** – shall refer to the job classification for Supervising Guard.
- 2.26 **“Vehicle Mileage Report”** – shall mean a Contractor provided report listing all vehicles used for provision of Services under this Agreement, which must include, at a minimum: vehicle description (make, model, year); license plate numbers; vehicle identification numbers; and mileage of each vehicle.

3.0 REQUIRED SERVICES

3.1 SERVICE SITES

The Service Sites approved for the provision of Services under the Agreement are identified in Attachment 1 (Service Sites) to this SOW. The list of Service Sites may be modified by an amendment or other appropriate modification to the Agreement in accordance with the provisions of the Agreement.

3.2 SCOPE OF SERVICES

Scope of Contractor's Services under the Agreement shall include the provision of Security Services by trained, professional, courteous, uniformed and equipped Guards to ensure each Service Site is safe, secured and monitored, as further described in this Paragraph 3.2 below.

3.2.1 GUARD POST COVERAGE

Contractor shall assign Guards at the Service Site(s) specified in Attachment 1 (Service Sites) to this SOW to meet County's needs, as specified below:

- A. Contractor shall determine the shifts needed to deploy Guards to ensure continuous Post coverage in accordance with the applicable Attachment (4.1 – 4.4) under Attachment 4 (Minimum Staff Coverage) to this SOW. Any Open Post without County's written authorization is considered a violation of the Agreement.
 - 1. Contractor shall develop a deployment roster for Post coverage in accordance with the applicable Attachment (4.1 – 4.4) under Attachment 4 (Minimum Staff Coverage) to this SOW, which shall specify the shifts and shall be made available to County upon request.

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2. The deployment roster shall be updated on an ongoing basis to reflect the most recent staffing plan.
- B. Any exceptions, modifications or changes to Post coverage must have prior written approval of County.
- C. In the event County increases Post coverage requirements, Contractor shall work with County to develop a plan for any additional Guard(s) needed for the expanded coverage, together with the shift(s). Changes to Post coverage shall be memorialized by a modification to the Agreement in accordance with Paragraph 6.2 (Changes to Scope).

3.2.2 POST ORDERS

Contractor shall ensure that all Guards, Supervising Guards and Security Managers receive a copy of and are knowledgeable with the general and Service Site specific Post Orders as specified in Paragraph 5.1.2 (Post Orders) of this SOW.

3.2.3 EMERGENCY SERVICES

A. Staff Availability

Contractor staff shall be available to provide Services during any emergency situation, which may include fire, flood, earthquake, civil disturbance, pandemic, epidemic and any other natural or manmade disasters ("Emergency Services").

B. Authorization

If County determines that an emergency situation has triggered the need for Contractor to provide Emergency Services, County will issue an authorization for reimbursing Contractor beyond the scheduled Post coverage for provision of Emergency Services. Any oral authorizations by County will be followed by written confirmation.

C. Coverage

Contractor shall provide coverage for Emergency Services outside of scheduled Post coverage as follows:

- Immediately and no later than one (1) hour from the time of the request; or
- On the date(s) and time as requested by County.

D. Reimbursement

Contractor shall be reimbursed one-and-a-half times the applicable hourly Service Fees ("Hourly Rate") set forth in Exhibit C (Pricing Schedule) to the Agreement for Emergency Services provided within 12 hours of County's request, for the first shift only. Any Emergency Services required thereafter shall be provided utilizing the Contingency Guards in the form of

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Additional Services in accordance with Paragraph 6.1 (Additional Services).

E. Compliance with Labor Laws

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act regarding payment of overtime to its employees, consistent with Paragraph 8.21 (Fair Labor Standards) of the Base Agreement under the Agreement. As specified in Attachment 3 (Performance Requirements Summary) to this SOW, County may impose an assessment against Contractor for failure by Contractor to observe this requirement. County may report Contractor's non-compliance with the California Labor Code to the California Labor Commission.

3.2.4 MATERIALS AND EQUIPMENT

Contractor shall ensure that all Guards, Supervising Guards and Security Managers are equipped with the necessary materials and equipment listed below to perform the Services for each Service Site(s). Unless otherwise specified in writing by the Service Site, Contractor shall be responsible for providing for each of its personnel performing Services hereunder, at a minimum, the following items:

- A. One (1) Sam/Sally Browne belt;
- B. One (1) Handcuff case;
- C. One (1) set Handcuffs plus key;
- D. Four (4) keepers;
- E. One (1) Key Snap;
- F. One (1) heavy-duty 3-cell flashlight approved by County, or approved alternate, with batteries;
- G. One (1) radio holder/pouch;
- H. One (1) Side Handle Baton with Baton Ring or Collapsible Side Handle Baton with Baton Ring. Handler, 12", or the ASP (24" or 26") expandable straight stick;
- I. Appropriate Personal Protective Equipment ("PPE"), including a face masks, goggles, latex gloves and a pouch;
- J. Notebook and pen to document daily activities.

3.2.5 UNIFORMS

Contractor shall provide tailored fit uniforms for each Guard, Supervising Guard and Security Manager working at the Service Site(s). Uniforms must always be clean, neatly pressed and consist of the items listed below. Any exceptions must be approved in writing by County's Project Manager or the Service Site designee, if any.

- A. Trousers – Navy or black;
- B. Shirts – White or blue with the company name/logo;

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- C. Belts – Solid black color, basket weave pattern;
- D. Socks – Solid black or navy blue color;
- E. Shoes – Solid black color, leather material, military style (low laced, plain toed oxfords, with smooth finish);
- F. Shoulder patches, as required by California Business and Professions Code 7582.26(f), on both arms of uniform shirt, polo (if requested by County) and jacket;
- G. Jackets, with appropriate shoulder patches, as appropriate to weather conditions – Navy or black color (as necessary);
- H. Rain gear (as necessary);
- I. Special attire to be provided by Contractor, as requested by County):
 - Black or white polo shirt
 - Tie – Solid black color
 - Tie bar – Gold in color
 - Other appropriate attire reasonably requested by County

3.2.6 VEHICLES AND OTHER TRANSPORTATION

A. Vehicles

Contractor shall, at no cost to County, provide vehicles for Security Managers to conduct patrols, inspections and random visits and to fulfill relief and managing responsibilities at the multiple Service Site(s). As requested by County, Guards may also be assigned to patrol and may need a vehicle for patrolling the Service Site's campus. Contractor's vehicles shall:

1. Be kept clean with no major visible damage;
2. Be clearly identified with Contractor's name and logo;
3. Be less than ten (10) years old;
4. Be in a safe operating condition;
5. Contain copies of vehicle's registration and insurance;
6. Have yellow light bar affixed to roof;
7. Be equipped with or otherwise contain the following items:
 - a. First aid kit
 - b. 5 lb. ABC type fire extinguisher
 - c. Hand-held or vehicle spotlight
 - d. Traffic cones
 - e. Flares
 - f. Yellow scene management (banner guard type) tape

- g. High visibility/reflective vests
 - h. Appropriate PPEs (latex gloves, masks, face shields, goggles, etc.)
 - i. Log containing Guard name and initials, patrol times and mileage (beginning and end of each trip).
8. Be identified and maintained on a list of all vehicles used to provide services under this Agreement, that must include: vehicle description (make, model and year); license plate numbers; vehicle identification numbers; and mileage when vehicle is first to put to use for provision of services hereunder.

B. Other Transportation

- 1. Contractor shall, at no cost to County, also provide transportation other than vehicles, including but not limited to, bicycles and scooters (e.g., Segway) to patrol and conduct inspection rounds throughout each assigned Service Site's campus. All Guards shall wear a yellow or highly reflective vest and helmet while using such other form of transportation. Contractor shall ensure that all other transportation is:
 - a. Kept clean with no major visible damage;
 - b. Less than five (5) years old;
 - c. In a safe operating condition;
 - d. Equipped with reflectors;
 - e. Labeled with an identification number.
- 2. For all other transportation utilized for provision of Services under the Agreement, Contractor shall maintain a current list that includes a description (type and year) and shall assign an identification number.
- 3. Contractor shall ensure that all Guards are trained in the operation of all other transportation being utilized, prior to their first patrol assignment.

3.2.7 RADIOS

Contractor shall provide all Guards and Security Managers with hand-held radios and desktop radios. Contractor shall ensure that:

- A. Radio system is operational and able to operate efficiently and effectively at assigned Service Site(s) without interruption. Each Service Site may have separate radio system requirements, depending on design of the Service Site. Contractor shall be responsible for any and all necessary updates and repairs to the radio system if the system is not efficiently and effectively operational.
- B. Radios adhere to all applicable Federal Communications Commission ("FCC") regulations for all radio communications.

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- C. At least one (1) hand-held radio is fully operational and charged for each of Contractor's staff and, upon County's request, Service Site personnel designated by County.
- D. A desktop radio is available as requested by each Service Site.

3.2.8 ELECTRONIC POST CONFORMATION SYSTEM

Contractor shall provide an automated clock-in/clock-out System, which identifies and verifies covered Posts, Open Posts and patrol times and alerts Contractor's dispatcher when a Guard or Supervising Guard has not reported for duty. Data from the System will be used to create Contractor's invoices for Services.

Unless otherwise directed by County, Contractor shall submit to County for approval the communication plan (i.e., notification to County of any Open Posts and deployment of Guards) before any Services may commence under the Agreement. The EPCS shall have the ability, at a minimum, to:

- A. Upon County's request, generate a report that identifies Contractor's staff clock-in/clock-out times, hours worked and patrol times.
- B. Generate monthly electronic timesheets and invoices.
- C. Alert Contractor's dispatcher when there is an Open Post.

3.3 **CONTRACTOR'S OBLIGATIONS AND REQUIREMENTS**

Contractor shall, at a minimum, meet the obligations and requirements set forth in this Paragraph 3.3 below.

3.3.1 MINIMUM STAFF COVERAGE

Contractor shall ensure that each Service Site is appropriately staffed with Guards, Supervising Guards and Security Managers in accordance with the applicable Attachment (4.1 – 4.4) under Attachment 4 (Minimum Staff Coverage) to this SOW for the Service Area.

3.3.2 PERFORMANCE STANDARDS

- A. Contractor shall ensure that all Security Staff providing Services at each Service Site meet the standards specified in Paragraph 3.4 (Performance Standards and Requirements) of this SOW.
- B. Security Staff shall always present a courteous and business-like demeanor.
- C. Security Staff shall provide protection from bodily harm for employees, visitors, patients and other members of the public.
- D. Security Staff shall safeguard County property against fire, theft, vandalism and illegal entry.
- E. During the coverage of a Post, if a condition exists wherein there is imminent danger of injury to the public or damage to County property, the Guard shall control the situation and intervene, as

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appropriate, to prevent injurious acts to persons or property. As soon as it is safe to do so, Contractor's staff shall notify the Supervising Guard and County of the incident.

3.3.3 MINIMUM REQUIREMENTS

Contractor shall ensure that all Security Staff providing Services at each Service Site meet the minimum requirements for performance of Services at specified in this SOW, including those set forth below.

- A. Contractor shall ensure that Security Staff maintain all required permits and meet all applicable training requirements.
- B. Contractor shall conduct inspections, provide new uniforms when needed and take other appropriate measures to ensure that Security Staff maintain a professional appearance.
- C. Contractor shall ensure that Security Staff are trained in the use of equipment (e.g., weapon scanning equipment) needed for performance of Services at each Service Site.
- D. Contractor shall ensure that Security Staff are knowledgeable with all policies and procedures (i.e., Post Orders, Contractor internal policies, DHS guidelines and any specific Service Site protocols).

3.4 PERFORMANCE STANDARDS AND REQUIREMENTS

3.4.1 LICENSES, CERTIFICATIONS AND QUALIFICATIONS

Contractor shall have obtained and maintain during the term of the Agreement all current licenses, permits, registrations, certifications and accreditations applicable to the performance of this Agreement and the Services provided hereunder. Copies and/or proof of such licenses, permits, registrations, certifications and accreditations relating to the Services shall be made available to County prior to the Effective Date of this Agreement and upon request. Also, all of Contractor's personnel providing Services under the Agreement shall have the requisite experience and qualifications as well as the necessary licensing, certifications, credentialing and training for proper performance of Services hereunder in accordance with Contractor's own requirements and the applicable industry standards and regulations.

3.4.2 ONBOARDING

Contractor must meet any onboarding criteria and qualifications as required by the Service Sites for which Services may be provided by Contractor under the Agreement. County may immediately cease engaging Contractor for provision of Services hereunder if, in County's sole discretion, Contractor does not meet a Service Site's onboarding criteria or qualifications. County shall have no liability to Contractor for any Services provided without County's verification of the applicable onboarding criteria and qualifications and

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authorization for provision of Services or without the appropriate certifications.

Service Site may also require Contractor to participate in an orientation. If required by a Service Site, Contractor shall complete the Facility Policy and Procedures Manual, DHS Risk Management Information Manual and New Employee/Contractor Checklist within thirty (30) days of hire and/or assignment for provision of Services hereunder. Contractor must acknowledge receipt of all documentation and orientation by signing and dating the New Employee/Contractor Checklist.

3.4.3 POLICIES AND PROCEDURES

A. Procedural Manual

Contractor shall develop and provide to County's Project Manager, at least ten (10) business days prior to commencing any work under the Agreement, Contractor's procedural manual for provision of Services under the Agreement, including Post coverage. This procedural manual will be updated by Contractor throughout the term of the Agreement to reflect changes to County's needs or operations.

B. Complaint Investigation Procedures

Contractor shall develop, maintain and provide to County's Project Manager, at least ten (10) Business Days prior to commencing any work under the Agreement, Complaint Investigation Procedures, which shall include procedures for receiving, investigating and responding to complaints by Guards, members of the public and County personnel, as further specified in Paragraph 8.6 (Complaints) of the Base Agreement under the Agreement.

C. Illness and Injury Prevention Program

Contractor shall provide to County's Project Manager, prior to commencing any work under the Agreement and annually thereafter, a copy of Contractor's CAL/OSHA-compliant Illness and Injury Prevention Program ("IIPP"). IIPP shall be regularly updated to reflect current risks and hazards and changes in regulatory requirements.

D. Compliance with Policies and Procedures

All Services provided hereunder shall be in compliance with, and all Contractor personnel providing the Services shall comply with, all policies, procedures, protocols, rules and directives applicable to each assigned Service Site.

3.4.4 CONTINUING EDUCATION

Throughout the term of the Agreement, Contractor shall be in conformance with all applicable continuing education requirements, including California Bureau of Security and Investigative Services.

4.0 PERSONNEL

4.1 COUNTY PERSONNEL

County will designate personnel for administering Contractor's performance under the Agreement, including the Statement of Work, as specified in Paragraph 6.0 (Administration of Agreement – County) of the Base Agreement under the Agreement. County personnel will provide direction to Contractor in areas relating to County policy information and procedural requirements.

4.2 CONTRACTOR PERSONNEL

As specified in Paragraph 7.0 (Administration of Agreement – Contractor) of the Base Agreement under the Agreement, Contractor shall designate Contractor's Project Director to lead and coordinate Contractor's provision of Services described hereunder and act as a central point of contact with County personnel. Contractor's personnel shall meet the qualifications and other specifications as set forth below in this Paragraph.

4.2.1 CONTRACTOR'S PROJECT DIRECTOR

- A. Contractor's Project Director shall have full authority to act on behalf of Contractor regarding all matters relating to the daily operations of the Agreement.
- B. Contractor's Project Director must have at least three (3) years of experience within the last five (5) years providing security project management services in a healthcare setting, including management and coordination of multiple locations.
- C. Contractor shall ensure that Contractor's Project Director, or qualified designee, is available and reachable by County regarding this Agreement, at a minimum via telephone, at all times during Business Hours.
- E. Contractor's Project Director shall institute and maintain appropriate supervision of all personnel providing Services on behalf of Contractor pursuant to the Agreement, including employees and subcontractors.

4.2.2 CONTRACTOR'S PROJECT MANAGER

- A. Contractor's Program Manager shall manage and provide oversight of the administrative functions, such as monthly invoices, administrative files and timesheets.
- B. Contractor's Project Manager shall be responsible for determining daily work duties, staffing levels, scheduling and staffing hours needed to properly provide Services under the Agreement.
- C. Contractor's Program Manager must have at least two (2) years of experience within the last three (3) years working for a security

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contractor and providing administrative duties such as timekeeping, personnel and payroll support.

4.2.3 SECURITY GUARD CLASSIFICATIONS

Contractor shall provide the following security Guard classifications for provision of Services (including Post coverage) in accordance with each applicable Attachment (7.1 – 7.5) under Attachment 7 (Staff Specifications) to this SOW:

A. Security Manager

Contractor shall provide Security Manager, as specified in Attachment 7.1 (Staff Specifications – Security Manager) of this SOW.

B. Supervising Guard

Contractor shall provide Supervising Guard, as specified in Attachment 7.2 (Staff Specifications – Supervising Guard) to this SOW.

C. Guard III

Contractor shall provide Guard III, as specified in Attachment 7.3 (Staff Specifications – Guard III) to this SOW.

D. Guard II

Contractor shall provide Security Guard II, as specified in Attachment 7.4 (Staff Specifications – Guard II) to this SOW.

E. Guard I

Contractor shall provide Security Guard I, as specified in Attachment 7.5 (Staff Specifications – Guard I) to this SOW.

4.2.4 PERSONNEL REQUIREMENTS

Contractor shall ensure that personnel providing Services pursuant to the Agreement meet, at a minimum, the requirements as specified below:

- A. Contractor shall provide sufficient personnel to fulfill the requirements of the Agreement and the Statement of Work.
- B. Contractor personnel must effectively communicate in English, both orally and in writing.
- C. Contractor shall notify County in writing of any change to Contractor's personnel and, if feasible, seek County's approval prior to the change in accordance with Paragraph 7.3 (Approval of Contractor Staff) of the Base Agreement under the Agreement regarding County's right to approve or disapprove Contractor's personnel.
- C. Contractor personnel shall be required to attend any scheduled meetings with County staff, as requested or required by County.

4.3 TRAINING

Contractor shall be responsible for ensuring that Security Staff providing Services under the Agreement complete all training requirements set forth in Attachment 3 (Training Outline) to this SOW, including Guard-specific and DHS mandatory training requirements for non-County workforce.

4.4 LITIGATION APPEARANCES AND COUNTY INVESTIGATIONS

4.4.1 Contractor's staff may be required to make litigation related appearances, including as a witness regarding job-related incidents.

4.4.2 Contractor's staff may be asked to cooperate during an investigation for job-related incidents by County personnel.

4.4.3 County will reimburse Contractor the cost of travel, lodging and per diem expenses actually incurred by Contractor's staff for any litigation related appearances and meetings, including investigation interviews, approved by County's Project Manager, at the rates not to exceed those approved for reimbursement to County employees.

4.5 APPLICANT FILE

Contractor shall submit to County for review and approval the applicant's pre-employment file for each member of Security Staff that may provide Services under the Agreement before scheduling background investigation in accordance with Paragraph 4.3 (Background and Security Investigations) of Exhibit A (Additional Provisions) to the Agreement. Contractor shall maintain a pre-employment file for each applicant referred to County for background investigation, which shall contain, at a minimum, the following:

4.5.1 EMPLOYMENT APPLICATION

The employment application, including a list of the candidate's jobs held and any periods of unemployment for the previous ten (10) years, including all security services experience.

4.5.2 MILITARY SERVICE DOCUMENTATION

If prospective applicant served in the military, documentation of all military experience (regular or reserve), including a copy of Selective Service Card DD Form 214 (Certificate or Release or Discharge from Active Duty).

4.6 ADMINISTRATIVE FILE

Contractor shall maintain throughout the term of the Agreement an administrative file for each member of Security Staff that may provide Services under the Agreement, which shall contain the pre-employment file and copies of the following:

4.6.1 Driving Record, including a current printout of the Department of Motor Vehicle ("DMV") record for any Security Staff assigned to drive, which shall be updated annually.

4.6.2 Current and up-to-date Guard Registration Card, issued by the California Department of Consumer Affairs ("DCA"), Bureau of Security and Investigative Services ("BSIS").

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- 4.6.3 Current and up-to-date adult, child and infant CPR card, issued by American Red Cross, American Heart Association, or equivalent provider (8 hours), and Automated External Defibrillator ("AED") certification.
- 4.6.4 Current and up-to-date First Aid Certification, issued by American Red Cross, American Heart Association, or equivalent provider (8 hours).
- 4.6.5 Current and up-to-date baton permit issued by BSIS .
- 4.6.6 Valid and up-to-date California Class "C" Driver's License or California ID Card.
- 4.6.7 Health screening documentation specified in Paragraph 4.9 (Health Screening) of this SOW.
- 4.6.8 A file containing completed trainings and certificates as specified in Attachment 5 (Training Outline) to this SOW.

4.7 BACKGROUND AND INVESTIGATIONS

Contractor shall ensure that all personnel providing Services hereunder have undergone and passed, to the satisfaction of County, background checks in accordance with Paragraph 4.3 (Background and Security Investigations) of Exhibit A (Additional Provisions) to the Agreement. County's background investigation shall include, at a minimum, review of State, local and Federal level criminal conviction information obtained through fingerprints submitted to the California Department of Justice.

4.8 IDENTIFICATION BADGES

Contractor shall ensure personnel providing Services hereunder are appropriately identified in accordance with Paragraph 4.4 (Contractor's Staff Identification) of Exhibit A (Additional Provisions) to the Agreement.

4.9 HEALTH SCREENING

Contractor shall ensure personnel providing Services hereunder obtain health screenings in accordance with Paragraph 4.1 (Medical Health Screening) of Exhibit A (Additional Provisions) to the Agreement.

5.0 ROLES AND RESPONSIBILITIES

5.1 COUNTY'S RESPONSIBILITIES

Service Sites will be tasked with the roles and responsibilities as provided in this Paragraph 5.1 below.

5.1.1 FURNISHED ITEMS

- A. County may provide Contractor's staff with non-exclusive office or other space with furniture and/or equipment at a Service Site.
- B. County may provide furniture and equipment, which will be reasonably maintained or replaced due to normal wear and tear. Pictures of office space and furnishings shall be taken upon Contractor taking possession.

STATEMENT OF WORK

- C. County will provide an inventory list of all furniture and equipment, which shall be signed by Contractor upon acceptance.
- D. County may inspect, request return of and otherwise have a right to enter and search such property at a Service Site.
- E. Upon termination or expiration of the Agreement, all County furniture and equipment shall be returned to County in good operating condition, less reasonable wear and tear. If County determines that any furniture or equipment is beyond reasonable wear and tear condition, Contractor shall be required to replace the furniture and/or equipment within 30 days from County's notice requesting such replacement.
- F. Contractor's Security Staff shall sign-in and sign-out for all County-furnished equipment, such as keys, when reporting for duty and at the end of the work shift. Replacement for any loss, disappearance, destruction, misuse or theft of any kind whatsoever of County property shall be the responsibility of Contractor. In addition, any costs associated with any such loss, disappearance, destruction, misuse or theft (i.e., re-keying Service Site, broken windows, loss or stolen equipment) shall be the responsibility of Contractor.
- G. Contractor's Project Manager shall report any improperly working or defective County-furnished equipment to the Service Site designee of County's Project Manager through a written memorandum within twenty-four (24) hours of Contractor's knowledge of the problem or defect.

5.1.2 POST ORDERS

County will provide to Contractor general Post Orders and Service Site specific Post Orders. General Post Orders will apply to all Service Site(s), while Service Site specific Post Orders will be unique to the requirements of a Service Site or Post. Contractor shall ensure that all members of its Security Staff are knowledgeable with and adhere to all general Post Orders and the applicable Service Site specific Post Orders.

5.2 **CONTRACTOR'S RESPONSIBILITIES**

5.2.1 STAFFING COVERAGE

A. Log of Questions, Inquiries and Complaints

Contractor shall maintain a written log of all questions, inquiries and complaints, the date and time each was received and a description of the action taken in response or reason for the non-action, together with its date and time. The log shall be made available to County for inspection at the request of County staff.

B. Holidays

Contractor shall be required to provide Services on County-recognized holidays at Service Site(s) operating on twenty-four

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(24) hour/seven (7) days a week basis or upon request by County. Contractor's all-inclusive billable rate shall cover the cost of any holiday pay. A listing of County-recognized holidays may be found at the following link: <https://lacounty.gov/government/about-la-county/about/>.

5.2.2 CONTINGENCY GUARDS

Contractor shall maintain a minimum of fifteen (15) percent (15%) contingency pool of Guards ("Contingency Guard(s)") for deployment to any Open Post. Contingency Guards shall be County background-cleared, trained and certified and shall meet the applicable requirements of a Guard. Contingency Guards shall be made available for deployment to a Service Site as needed, throughout the term of the Agreement. Contractor shall provide to County on a quarterly basis or as otherwise instructed by County a list of Contingency Guards qualified and available for provision of Services under the Agreement.

5.2.3 PLANNED AND UNPLANNED ABSENCES

Contractor shall utilize Contingency Guards throughout the term of the Agreement for planned and unplanned absences. Procedures for absences shall be as follows:

- Contractor shall notify the applicable Service Site designee of County's Project Manager of any planned absence as soon as possible and at least one (1) hour prior to any such unplanned absence.
- In the event Guard must leave during the shift, replacement Guard shall deploy within one (1) hour to complete the remaining shift.
- Contractor shall assign a Guard or Supervising Guard for planned and unplanned absences to ensure continuous Post coverage.
- For any reported unplanned absence, Contractor shall deploy a Guard or Supervising Guard to the Service Site within one (1) hour.
- If a Supervising Guard is deployed for an unplanned absence of a Guard, the Supervising Guard shall remain at the Post until a replacement Guard arrives.

B. Additional Coverage

Generally, coverage for any part of or any facility or site ("Additional Site(s)"), other than the Service Site(s) specified herein, is provided by the incumbent contractor assigned to the area for such facility/site. However, County may request that Contractor also provide coverage for any Additional Site(s), based on Contractor's capacity, capability and performance, as well as business needs of County. Upon agreement of the parties, coverage for any such Additional Sites shall be provided in the form of Additional Services in accordance with Paragraph 6.1 (Additional Services) at the Hourly Rates not to exceed those

STATEMENT OF WORK

specified in Exhibit C (Pricing Schedule) to the Agreement for Required Services.

Furthermore, in the event that Contractor is not able to provide Additional Services for any part of or any Service Site in its assigned Area ("Additional Location(s)") as requested by County, County reserves the right to engage another contractor for provision of security guards for such Additional Location(s).

5.3 CONTRACTOR'S OFFICE

Contractor shall maintain an office with a telephone in Contractor's name where Contractor conducts business. The office shall be staffed during Business Hours by at least one (1) employee who can respond to questions and any inquiries or complaints which may be received about Contractor's performance under the Agreement. Outside of Business Hours, Contractor shall provide for telephone or remote after-hours service for receiving calls. Unless otherwise agreed to by the parties or specified under this SOW, Contractor shall respond to calls received by the after-hours service within thirty (30) minutes of the call.

5.4 REPORTING

Contractor shall submit to County the following reports:

5.4.1 MONTHLY INSPECTION REPORT

- A. A Monthly Inspection Report ("MIR") of Contractor's scheduled and unscheduled inspections shall be submitted by the tenth (10th) business day of each month for each Service Site for which Services were provided, for the preceding month of Services, which shall include:
 - 1. Full details on all Services provided.
 - 2. Any corrective action(s) taken.
 - 3. A clear description of the problems.
 - 4. The time elapsed between identification and completed corrective action(s).
- C. Contractor shall maintain all MIR records and reports for five (5) years following termination or expiration of the Agreement.

5.4.2 DAILY ACTIVITY REPORTS

- A. Guards shall note the time and briefly describe events that have taken place throughout the day, such as theft, fire, unauthorized entry to secured area, property damage, bodily injury, etc. DAR shall be completed at the end of each shift and available for inspection at the beginning of the next shift. Sufficient time shall be allocated for Guards to discuss any issues or concerns prior to the beginning of the next shift.
- B. Supervising Guard shall document site visits with Guards with respect to the following: uniform inspection, training completed, relief given for breaks or meal periods, records reviewed. DAR

STATEMENT OF WORK

shall also include any communication with the Department personnel encountered, contract monitors contacted and any CDR follow-up completed.

➤ DAR summary shall be made following each Service Site visit.

C. DAR shall be completed at the end of each shift and available for inspection at the beginning of the next shift.

5.4.3 SECURITY INCIDENT REPORTS

Contractor shall provide Security Incident Reports ("SIR") for incidents considered emergencies (e.g., potential property damage or personal injury that requires the need for Fire and Law Enforcement personnel). After the incident is no longer an imminent concern, Contractor shall:

A. Immediately notify the applicable Service Site designee for County's Project Manager in-person or via phone and follow up with an email.

B. Complete and provide to County the SIR by the end of the shift during which the incident occurred, if possible, but no event later than twenty-four (24) hours after the incident.

5.4.4 MATRIX REPORT

Contractor shall submit by the tenth (10th) business day of every month a Matrix Report to track all required certificates, trainings and any revised trainings needed to maintain compliance with the Agreement. The Matrix Report shall include, at a minimum, the following:

A. Service Site(s) name;

B. Security Staff's last and first name;

C. Security Staff's card number;

D. Date of training;

E. Name of training (attach course description);

F. Type of training (computer, class/session (virtual or in-person), handout, demonstration), including a brief description

G. Baton permit expiration date;

H. CPR and First Aid expiration date;

I. Customer service training;

J. Date of most recent performance evaluation.

5.4.5 VEHICLE MILEAGE REPORT

Contractor shall submit by the tenth (10th) business day of every month a summary log of vehicle mileage that includes name and initials of Security Staff, starting and ending mileage listing of Service Site(s) visited that during patrols and inspections.

5.5 OPERATIONAL PLANS

Contractor shall develop and maintain during the term of the Agreement the following operational plans, which shall be subject to County's approval. Any updates to the operational plans must have County's approval. All plans and related materials will be maintained on file and available for review by County upon request.

5.5.1 CONTRACTOR'S CONTINUITY OF OPERATIONS PLAN

- A. If required by County, Contractor, in collaboration with County, shall develop and provide to County within sixty (60) days from the Effective Date of the Agreement a Continuity of Operations Plan ("COOP") for each Service Site in compliance with County's Chief Executive Office ("CEO"), Office of Emergency Management ("OEM") guidelines. Contractor's COOP will be used for assisting County with restoration of Service Site operations in the event of an emergency or a disaster. The COOP shall address, at a minimum, the following:
 1. Coordination of Service Site emergency response drills in cooperation with County personnel and emergency responders.
 - Contractor shall document and report to the Service Site designee of County's Project Manager the results of any emergency response drills conducted at the Service Site.
 2. A tabletop (scenario) COOP exercise, for each Service Site, to be conducted at a minimum once a year.
 - The purpose of the scenario exercise is to ensure that information in COOP is complete and accurate and that Contractor's Security Staff know their responsibilities during an emergency or disaster and adhere to the Service Site's emergency response plan.
 - The results of scenario exercises shall be reported to the Service Site designee of County's Project Manager and shall include, at a minimum, the following: an overview of the exercise conducted, name and position of participant(s), nature of any deficiencies, a corrective action plan and the timeframe to correct deficiencies.
- B. The COOP shall be updated on an ongoing basis to reflect any changes in information as well as Service Site's current operations and emergency response plan, with updated COOP provided to the Service Site designee of County's Project Manager.
- C. Failure to adhere to the COOP in the event of an emergency or disaster may result in assessment by County of liquidated damages as specified in the Agreement, including Attachment 4 (Performance Requirements Summary) to this SOW.

5.5.2 RECRUITMENT PLAN

Contractor shall develop and provide to County at least ten (10) business days prior to commencing Services under the Agreement Contractor's plan ("Recruitment Plan") for recruiting Security Staff and maintaining a steady 15% pool of Contingency Guards. Contractor shall update the Recruitment Plan during the term of the Agreement and provide the updated Recruitment Plan to the Service Site designee of County's Project Manager.

6.0 ADDITIONAL SERVICES AND CHANGES TO SCOPE

6.1 ADDITIONAL SERVICES

County may request provision of Services other than those described or specified in Paragraph 3.0 (Required Services) above or elsewhere in the Agreement, including professional services ("Additional Services"). Additional Services may be provided on a time and materials basis or fixed price basis, as authorized by County. Additional Services shall require approval from the applicable Service Site designee of County's Project Manager of the requesting Service Site prior to commencement.

Upon County's request for provision of Additional Services on a fixed price basis, Contractor shall prepare and submit a written description of the work to be performed, together with a cost estimate for completion of the requested Additional Services, inclusive of all labor, materials, travel and any per diem costs at the applicable rates that may be set forth in the Pricing Schedule. Upon County's request for provision of Additional Services on a time and materials basis, Contractor shall provide a best estimate of the number of hours needed to complete the requested Additional Services. In any case, any acquisition of Additional Services shall be memorialized by an appropriate modification to the Agreement.

6.2 CHANGES TO SCOPE

The Director of DHS, or authorized designee, may add and/or delete Service Sites or otherwise require changes to the scope of the Agreement. Any such changes shall be made by a modification to the Agreement as authorized by Paragraph 8.1 (Amendments and Modifications) of the Base Agreement under the Agreement.

7.0 CONTRACTOR'S QUALITY CONTROL

Contractor shall establish and maintain the plans and procedures described below, including a comprehensive Quality Control Plan ("QCP"), to ensure provision by Contractor of consistently high level of Services throughout the term of the Agreement. Contractor shall submit for review and approval to County's Project Manager its QCP within 30 days of the Effective Date of the Agreement. Contractor shall resolve within 10 business days any concerns raised by County regarding the QCP, make any required adjustments and resubmit a revised QCP to County.

7.1 QUALITY CONTROL PLAN

The Quality Control Plan ("QCP") shall include, at a minimum, the following:

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- 7.1.1 Description of Contractor's standards to improve quality, efficiency and effectiveness of Services provided hereunder, including:
- Identification of opportunities for improvement;
 - Clear expectations and metrics about the action required to improve performance;
 - Contractor's support and resources available to make the improvements;
 - Follow-up plans to measure Contractor's progress with improving and sustaining performance; and
 - Description of possible consequences if performance improvement standards are not met.
- 7.1.2 Description of Contractor's plan to maintain compliance with all applicable laws, standards and regulations, including County policies, procedures and/or departmental bulletins approved by the Director of DHS, or designee, relating to the performance standards and outcome measures.
- 7.1.3 Description of Contractor's methods of monitoring to ensure:
- All Agreement requirements are being met; and
 - All of Contractor personnel who provide Services hereunder maintain current immunizations and licenses and meet the training and other requirements under the Agreement.

7.2 QUALITY RECORDS

Contractor shall perform periodic quality audits to ensure Services, including equipment used for provision of Services, adhere to all applicable regulatory and other performance requirements specified herein. Contractor shall maintain records of all such audits and make them available to County for inspection.

8.0 COUNTY'S QUALITY ASSURANCE

8.1 QUALITY ASSURANCE PLAN

County may evaluate Contractor's performance under the Agreement on an annual basis or more frequently, as determined by County. Evaluation of Contractor's performance may include, among others, County's assessment of Contractor's compliance with the requirements of the Statement of Work and invoicing.

8.2 CONTRACTOR DISCREPANCY REPORT

8.2.1 Verbal or written notification of any Agreement discrepancy will be made to Contractor's Project Director as soon as possible whenever a discrepancy is identified. Contractor shall, without unreasonable delay, resolve the problem within a period of time mutually agreed to by County and Contractor.

8.2.2 County's Project Manager will determine whether a formal CDR shall be issued. Upon receipt of a CDR, Contractor shall, within five (5)

STATEMENT OF WORK

business days of receipt of the CDR, provide to County's Project Manager a written response, which shall include a corrective action plan and proposed timeframe(s) for improving performance to an acceptable level and preventing re-occurrence of the deficiencies identified in the Contractor Discrepancy Report.

8.3 PERFORMANCE REQUIREMENTS SUMMARY

- 8.3.1 County may identify certain critical and minimum acceptable requirements of Contractor's performance of the Agreement in a Performance Requirements Summary, as set forth in Attachment 3 (Performance Requirements Summary) to this SOW ("PRS Chart").
- 8.3.2 The provisions listed in the PRS Chart are intended to be consistent with the requirements of the Agreement, including the Statement of Work, and not to create, extend, revise or expand any obligations of Contractor beyond such requirements. In the event of apparent inconsistency between the requirements of the Agreement and the PRS Chart, the meaning apparent in the Agreement shall prevail.
- 8.3.3 Failure by Contractor to comply with the requirements set forth in the PRS Chart at any time during the term of the Agreement shall entitle County, at its sole discretion, in addition to any other remedies available to County under the Agreement, to assess credits, fees or other financial deductions against Contractor as specified in the PRS Chart.

8.4 COUNTY OBSERVATIONS

In addition to departmental contracting staff, other County personnel may, at any time during normal Business Hours, without unreasonably interfering with Contractor's performance, observe Contractor's performance and activities, as well as review documents relevant to the Agreement.

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**ATTACHMENT 1
SERVICE SITES
SECURITY GUARD SERVICES
AREA 1**

SERVICE SITE	STREET ADDRESS	CITY	STATE	ZIP	POINT OF CONTACT
High Desert Regional Health Center	335 E Avenue I	Lancaster	CA	93535	Lee Dunham, Director ldunham@dhs.lacounty.gov (661) 471-4201 Jacqueline Bisantz, Staff Assistant jbisantz@dhs.lacounty.gov (661) 471-4230
Lake LA Community Clinic	16921 E Ave O Space G	Palmdale	CA	93591	Lee Dunham, Director ldunham@dhs.lacounty.gov (661) 471-4201 Jacqueline Bisantz, Staff Assistant jbisantz@dhs.lacounty.gov (661) 471-4230
Littlerock Community Clinic	8201 Pearblossom Highway	Littlerock	CA	93543	Lee Dunham, Director ldunham@dhs.lacounty.gov (661) 471-4201 Jacqueline Bisantz, Staff Assistant jbisantz@dhs.lacounty.gov (661) 471-4230
South Valley Health Center	38350 40Th St E,	Palmdale	CA	93552	Lee Dunham, Director ldunham@dhs.lacounty.gov (661) 471-4201 Jacqueline Bisantz, Staff Assistant jbisantz@dhs.lacounty.gov (661) 471-4230
Antelope Valley Health Center	335-B E. Avenue K-6	Lancaster	CA	93535	Lee Dunham, Director ldunham@dhs.lacounty.gov (661) 471-4201 Jacqueline Bisantz, Staff Assistant jbisantz@dhs.lacounty.gov (661) 471-4230
Mid-Valley Comp. Health Center	7515 Van Nuys Blvd.	Van Nuys	CA	91405	Gina Zevallos-Rivas gzevallos@dhs.lacounty.gov 818-627-3065
San Fernando Health Center	1212 Pico Street	San Fernando	CA	91340	Gina Zevallos-Rivas gzevallos@dhs.lacounty.gov 818-627-3065
Zev Yaroslavsky Family	7555 Van Nuys Blvd	Van Nuys	CA	91405	Gina Zevallos-Rivas gzevallos@dhs.lacounty.gov

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**ATTACHMENT 1
SERVICE SITES
SECURITY GUARD SERVICES
ARE**

Support Center	7555 Van Nuys Blvd.	Van Nuys	CA	91405	gzevallos@dhs.lacounty.gov 818-627-3065
H. Claude Hudson Comp. Health Center	2829 S Grand Ave.	Los Angeles	CA	90007	Murphy Moore, III (213) 699-7331 mmooreiii@dhs.lacounty.gov
El Monte Comp. Health Center	10953 Ramona Blvd.	El Monte	CA	91731	Rosalinda Villalobos rvillalobos@dhs.lacounty.gov 626-434-2800
La Puente Health Center	15930 Central Avenue	La Puente	CA	91744	Isaac Salgado isalado@dhs.lacounty.gov 626-434-2800
Hurbert H. Humphrey Comp. Health Center	5850 S Main St.	Los Angeles	CA	90003	Michelle Clay myclay@dhs.lacounty.gov 310-868-7560
MLK JR. Outpatient Center	1670 E. 120th Street	Los Angeles	CA	90059	DeeDee Bynum dbynum@dhs.lacounty.gov (424) 338-2964
Bellflower Health Center	10005 E. Flower Ave.	Bellflower	CA	90706	Patricia Jimenez pjimenez2@dhs.lacounty.gov (562) 753-2315
Edward R. Roybal Comp. Health Center	245 S. Fetterly St.	Los Angeles	CA	90022	Cadenna Penh cpenh@dhs.lacounty.gov (323) 362-1228
Star Clinic	238 E. 6th Street	Los Angeles	CA	90014	Nicole Ulloa nulloa@dhs.lacounty.gov 213-699-7154

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ATTACHMENT 1
SERVICE SITES
SECURITY GUARD SERVICES
AREA 1

Bell Health Center	6901 Atlantic Ave.	Bell	CA	90201	Michelle Clay myclay@dhs.lacounty.gov 310-868-7560
Long Beach Comp. Health Center	1333 Chestnut Blvd.	Long Beach	CA	90813	Cynthia Gallardo cgallardo@dhs.lacounty.gov (562) 753-2312
Wilmington Health Center	1325 Broad Ave.	Wilmington	CA	90744	John Ibay jibay@dhs.lacounty.gov (562) 753-2322
Alvarado Health Clinic	2200 West 3rd St., 4th Floor	Los Angeles	CA	90057	Murphy Moore, III mmooreiii@dhs.lacounty.gov 213-699-7331

ATTACHMENT 2

CONTRACTOR DISCREPANCY REPORT

CDR NUMBER	DATE CDR PREPARED
SERVICE SITE / FACILITY	
CONTRACTOR	AGREEMENT / CONTRACT NUMBER
TO CONTRACTOR'S STAFF [NAME AND TITLE]	FROM [COUNTY'S STAFF NAME AND TITLE]

INCIDENT DETAILS

DATE(S) OF INCIDENT	TIME(S) OF INCIDENT	LOCATION(S) OF INCIDENT
DESCRIPTION OF INCIDENT		
CONTRACTUAL REQUIREMENT(S) – INCLUDE AGREEMENT REFERENCE(S)		

CONTRACTOR DUE DATES

[refer to Agreement to confirm number of days allotted]

1) Contractor's Written Acknowledgement of discrepancy response due within two (2) business days from the date of this CDR: _____	
2) Contractor's Correction Plan of all deficiencies identified in this CDR due within five (5) business days from the date of this CDR: _____	
SIGNATURE OF COUNTY'S REPRESENTATIVE	DATE

CONTRACTOR CORRECTIVE ACTION PLAN

IDENTIFY THE ROOT CAUSE OF INCIDENT AND CORRECTIVE ACTION TAKEN		
PLAN FOR PREVENTION OF FUTURE INCIDENTS		
WRITTEN NAME & TITLE OF CONTRACTOR'S REPRESENTATIVE	SIGNATURE OF CONTRACTOR'S REPRESENTATIVE	DATE

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COUNTY EVALUATION OF CONTRACTOR'S RESPONSE				
	YES	NO (IF NO, FURTHER ACTION IS REQUIRED)	Not Applicable (N/A)	ACTION TAKEN / COMMENTS
Contractor acknowledgement of CDR received by Due Date				
Contractor Corrective Action Plan (CAP) received by Due Date				
CAP resolves Discrepancy(ies)				
Plan for Prevention of future incidents is acceptable				
Contractor notified of deficient CAP & possible PRS assessment (Due Date for acceptable CAP is 10 business days)				
Contractor resolved deficient CAP				
If no, Contractor notified of PRS Assessment				
PRS Deductions taken (Invoice No./ Date)				
CONTRACTOR NOTIFIED OF ACTION				
WRITTEN NAME & TITLE OF COUNTY REPRESENTATIVE:		SIGNATURE OF COUNTY REPRESENTATIVE:		
DATE:				
WRITTEN NAME & TITLE OF CONTRACTOR REPRESENTATIVE:		SIGNATURE OF CONTRACTOR REPRESENTATIVE:		
DATE:				

ATTACHMENT 3
PERFORMANCE REQUIREMENTS SUMMARY

SPECIFIC PERFORMANCE REFERENCE	REQUIREMENTS	MONITORING METHOD	DEDUCTIONS/ ASSESSED FEES
BASE AGREEMENT			
Base Agreement: Paragraph 8.42 (Record Retention and Inspection/Audit Settlement)	Contractor shall maintain all required records, as specified in Paragraph 8.42.	Inspection of files	\$100 per incidence of non-compliance
Base Agreement: Paragraph 8.45 (Subcontracting)	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection and Observation	\$100 per incidence of non-compliance.
ADDITIONAL PROVISIONS			
Additional Provisions: Paragraph 10 (Compliance with County's Advance High Road Jobs Initiative)	Contractor shall be in compliance with the County's Advancing High Road Jobs Initiative.	Semi-annual report	\$100 per incidence of non-compliance.
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SOW: Paragraph 3.2.1 (Guard Post Coverage)	Contractor shall assign Guards to ensure continuous Post coverage in accordance with the applicable Attachment (4.1 – 4.4) under Attachment 4 (Minimum Staff Coverage) to the SOW. Any Open Post without County's written authorization is considered a violation of the Agreement.	Inspection and Review	\$200 per hour, per Open Post; Open Post are tracked in one-hour increments.
SOW: Paragraph 3.2.1 (Guard Post Coverage)	Contractor shall develop and maintain up-to-date a deployment roster for Post coverage in accordance with the applicable Attachment (4.1 – 4.4) under Attachment 4 (Minimum Staff Coverage) to the SOW, which shall specify the shifts and shall be made available to County upon request.	Inspection and Review	\$100 per occurrence of failure to provide to County a deployment roster upon request or for providing an outdated deployment roster.
SOW: Paragraph 3.2.3 (Emergency Services)	Contractor shall provide coverage for Emergency Services outside of scheduled Post coverage as follows: ➤ Immediately and no later than one (1) hour from the time of the request; or ➤ On the date(s) and time as requested by County.	Inspection and Review	\$200 per occurrence of failure to provide Post coverage in compliance with Paragraph 3.2.3.

STATEMENT OF WORK

SPECIFIC PERFORMANCE REFERENCE	REQUIREMENTS	MONITORING METHOD	DEDUCTIONS/ ASSESSED FEES
SOW: Paragraph 3.2.8 (Electronic Post Confirmation System)	Contractor shall provide an automated clock-in/clock System, which identifies and verifies covered Posts, Open Posts and patrol times and alerts Contractor's dispatcher when a Guard or Supervising Guard has not reported for duty.	Observation, Inspection of time sheets and random Site Visits	\$500 per occurrence of any errors or issues relating to Electronic Post Confirmation System.
SOW: Paragraph 3.3 (Contractor's Obligations and Requirements)	Contractor shall ensure that (i) each Service Site is appropriately staffed; (ii) Security Staff meet performance standards; and (iii) Security Staff meet the minimum requirements, as specified in Paragraph 3.3.	Inspection and Observation	\$500 per incidence of non-compliance.
SOW: Paragraph 3.4 (Performance Standards and Requirements)	Contractor shall (i) maintain during the term of the Agreement all current licenses, permits, registrations, certifications and accreditations applicable to performance of Services; and (ii) meet Service Site onboarding criteria, as specified in Paragraph 3.4.	Inspection and Observation	\$100 per incidence of non-compliance.
SOW: Paragraph 4.2 (Contractor Personnel)	Contractor's personnel shall meet the qualifications and other specifications as set forth in Attachments (7.1 – 7.5) under Attachment 7 (Staff Specifications) to the SOW.	Observation, random Inspections; Review of administrative files	\$500 per incidence of non-compliance
SOW: Paragraph 4.3 (Training)	Contractor shall be responsible for ensuring that Security Staff providing Services under the Agreement complete all training requirements set forth in Attachment 5 (Training Requirements) to the SOW.	Observation, random Inspections; Review of administrative files	\$100 per each employee non-compliant with the requirements of Attachment 5 (Training Requirement) to the SOW.
SOW: Paragraph 4.6 (Administrative File)	Contractor shall maintain throughout the term of the Agreement an administrative file for each member of Security Staff that may provide Services under the Agreement, which shall contain the pre-employment file and copies of the documentation, as specified in Paragraph 4.6.	Inspection and Review	\$100 per occurrence for any missing, or incomplete or outdated administrative file documentation specified in Paragraph 4.6

STATEMENT OF WORK

SPECIFIC PERFORMANCE REFERENCE	REQUIREMENTS	MONITORING METHOD	DEDUCTIONS/ ASSESSED FEES
SOW: Paragraph 5.2.2 (Contingency Guards)	Contractor shall maintain a minimum of fifteen (15) percent contingency pool of Guards ("Contingency Guard(s)") for deployment to any Open Post, as specified in Paragraph 5.2.2.	Inspection and Review	15% deduction from each invoice within the applicable Area.
SOW: Paragraph 5.2.3 (Planned and Unplanned Absences)	Contractor shall utilize Contingency Guards throughout the term of the Agreement for planned and unplanned absences, as specified in Paragraph 5.2.3.	Inspection and Review	\$500 per occurrence of violation of Paragraph 5.2.3.
SOW: Paragraph 5.4 (Reporting)	Contractor shall provide to County the Monthly Inspection Report (MIR), Daily Activity Reports (DAR), Security Incident Reports (SIR), Matrix Report, and the Vehicle Milage Report, as specified in the Paragraph 5.4.	Inspection and Review	\$100 per occurrence of failure to provide any of the reports identified in Paragraph 5.4.
SOW: Paragraph 5.5.1 (Contractor's Continuity of Operations Plan)	Failure to adhere to Contractor's COOP approved by County in the event of an emergency or disaster as required under Paragraph 5.5.1.	Inspection and Observation	\$1,000 per incidence of non-compliance.
SOW: Paragraph 7.0 (Contractor's Quality Control)	Contractor shall establish and maintain a QCP as required in Paragraph 7.0.	Inspection and Observation	\$250 and revisited if not provided within 10 business days.
SOW: Paragraph 7.2 (Quality Records)	Contractor shall perform periodic quality audits to ensure Services adhere to all applicable regulatory and other performance requirements specified herein. Contractor shall maintain records of all such audits and make them available to County for inspection.	Inspection and Review	\$200 per occurrence of any missing or incomplete records.

ATTACHMENT 4.1
MINIMUM STAFF COVERAGE - AREA 1

AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
1	High Desert Regional Health Center	On-Site Supervising Guard	Supervising Guard	1	0800 - 1600	Sun-Sat, Hol (everyday)
	High Desert Regional Health Center	Main Entrance	Guard I	1	0000-1600	Sun-Sat, Hol (everyday)
	High Desert Regional Health Center	Main Entrance	Guard III	1	1600-2400	Sun-Sat, Hol (everyday)
	High Desert Regional Health Center	Exterior/Vehicle/Parking Lot	Guard I	1	1600 - 2400	Sun-Sat, Hol (everyday)
	High Desert Regional Health Center	Exterior/Vehicle/Parking Lot	Guard II	1	0000 -1600	Sun-Sat, Hol (everyday)
	High Desert Regional Health Center	Interior Foot Patrol	Guard I	1	1600 - 2400	Sun-Sat, Hol (everyday)

	High Desert Regional Health Center	Main Entrance / Interior Foot Patrol	Guard II	1	1600 - 2400	M-F
	High Desert Regional Health Center	Security Manager	Security Manager	1	0830 - 16:30	M-F
	High Desert Regional Health Center	Traveling Supervising Guard Antelope Valley/South Valley	Supervising Guard	1	0800 - 1600	Sun-Sat, Hol (everyday)
AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
1	Lake LA Community Clinic	Lobby	Guard I	1	0800 - 1730	M, W, F
AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
1	Littlerock Community Clinic	Lobby	Guard I	1	0800 - 1730	Tue, Th

AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
1	South Valley Health Center	Lobby	Guard I	1	0700 - 0100	Sun-Sat, Hol (everyday)
		Lobby	Guard I	1	1000 - 1800	Sat, Sun
AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
1	Antelope Valley Health Center	Lobby	Guard I	1	0730 - 1730	Mon - Fri
AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
1	Mid-Valley Comp. Health Center	Security Desk	Guard I	1	0000 - 2400	Sun-Sat, Hol (everyday)
	Mid-Valley Comp. Health Center	Rover	Guard II	1	0700 - 2300	Mon - Fri
	Mid-Valley Comp. Health Center	Rover	Guard I	1	0800 - 1600	Sun-Sat, Hol (everyday)
	Mid-Valley Comp. Health Center	Traveling Supervising Guard Mid Valley/ San Fernando	Supervising Guard	1	0800 - 1600	Sun-Sat, Hol (everyday)

AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
1	San Fernando Health Center	Screening	Guard I	1	1000 - 1800	Mon - Fri
		Security Desk	Guard I	1	0700 - 2130	Mon - Thu
		Security Desk	Guard I	1	0700 - 1500	Fri
AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
1	Zev Yaroslavsky Family Support Center	Security Desk	Guard I	1	1300 - 2100	Mon - Thu
		Security Desk	Guard I	1	1100 - 1900	Fri
		Security Desk	Guard I	1	0900 - 1700	Sat, Hol
AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
	H. Claude Hudson Comp. Health Center	On-Site Supervising Guard	Supervising Guard	1	0900 - 1700	Sun-Sat, Hol (everyday)
	H. Claude Hudson Comp. Health Center	Annex / Eye Clinic	Guard I	1	0800 - 1700	Mon - Fri
	H. Claude Hudson Comp. Health Center	Main Lobby / Weapons Screening	Guard II	2	0700 - 2300	Sun-Sat, Hol (everyday)

1	H. Claude Hudson Comp. Health Center	Loading Dock	Guard I	1	0700 - 2300	Sun-Sat, Hol (everyday)
	H. Claude Hudson Comp. Health Center	Dispatch	Guard I	1	0000 - 2400	Sun-Sat, Hol (everyday)
	H. Claude Hudson Comp. Health Center	Day Rover / Patrol	Guard II	1	0700 - 1500	Sun-Sat, Hol (everyday)
	H. Claude Hudson Comp. Health Center	Fire Watch/ Rover	Guard I	1	1500 - 2300	Sun-Sat, Hol (everyday)
	H. Claude Hudson Comp. Health Center	Night Patrol	Guard II	1	2330 - 0730	Sun-Sat, Hol (everyday)
	H. Claude Hudson Comp. Health Center	Parking Lot 3 / CKP	Guard I	1	0730 - 1530	Mon - Fri
	H. Claude Hudson Comp. Health Center	Traveling Supervising Guard Metro	Supervising Guard	1	0800 - 1600	Sun-Sat, Hol (everyday)
AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
1	Alvarado Health Clinic	Clinic Security	Guard I	1	0730 - 1630	Mon - Fri

AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
1	El Monte Comp. Health Center	Generator Guard	Guard I	1	0000 - 2400	Sun-Sat, Hol (everyday)
	El Monte Comp. Health Center	Dispatch / Closer	Guard I	1	1430 - 2300	Mon - Fri
	El Monte Comp. Health Center	Dispatch	Guard I	1	0600 - 1430	Mon-Fri
	El Monte Comp. Health Center	Dispatch	Guard I	1	0900 - 1730	M,T,W,F
	El Monte Comp. Health Center	Dispatch	Guard I	1	0700 - 1730	Sat
	El Monte Comp. Health Center	Employee Parking Lot	Guard I	1	0800 - 1630	Tue - Fri
	El Monte Comp. Health Center	Employee Parking Lot	Guard I	1	0700 - 1730	Sat
	El Monte Comp. Health Center	Employee Parking Lot	Guard I	1	1230 - 2100	Mon - Fri
	El Monte Comp. Health Center	Parking Lot / Rover	Guard II	1	1430 - 2300	Mon - Fri

	El Monte Comp. Health Center	Lead Guard	Guard III	1	0730 - 1630	Mon - Fri
	El Monte Comp. Health Center	Traveling Supervising Guard / San Gabriel	Supervising Guard	1	0800 - 1630	Mon-Sat
AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
1	La Puente Health Center	Main Entrance / Patrol	Guard I	1	0730 - 1700	Mon - Fri
AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
1	Hurbert H. Humphrey Comp. Health Center	On-site Supervising Guard	Supervising Guard	1	0000 - 2400	Mon - Fri
	Hurbert H. Humphrey Comp. Health Center	Control	Guard I	1	0000 - 2400	Sun-Sat, Hol (everyday)
	Hurbert H. Humphrey Comp. Health Center	Main Lobby	Guard II	1	0000 - 2400	Sun-Sat, Hol (everyday)
	Hurbert H. Humphrey Comp. Health Center	Rover	Guard II	1	0630 - 1430	Mon - Fri
	Hurbert H. Humphrey Comp. Health Center	Parking Lot	Guard I	1	0630 - 2000	Mon - Fri
	Hurbert H. Humphrey Comp. Health Center	Parking Lot	Guard I	1	0800 - 1700	Mon - Fri
	Hurbert H. Humphrey Comp. Health Center	Parking Lot - Weekend Coverage	Guard 1	1	0700 - 1700	Sat - Sun

AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
	MLK	On-Site Supervising Guard	Supervising Guard	2	0000 - 2400	Sun-Sat, Hol (everyday)
	MLK	MLK Outpatient Center Front Lobby Doors	Guard I	1	0700 - 1530	Mon - Fri
	MLK	MLK Front Lobby/Lab Patrol	Guard I	1	0700 - 1530	Mon - Fri, Hol
	MLK	Parking Lot D, E, and F Patrol	Guard I	1	0700 - 1530	Mon - Fri
	MLK	Parking Lot E Patrol	Guard I	1	0800 - 1630	Mon - Fri
	MLK	MLK OPC Weapons Screening	Guard I	1	0800 - 1630	Sun - Sat
	MLK	MLK Outpatient Center 1st Floor	Guard II	1	1430 - 0700	Sun-Sat, Hol (everyday)
	MLK	MLK Outpatient Center Interior Patrol A	Guard I	1	1500 - 2330	Mon - Fri
	MLK	MLK Outpatient Center Service Road Int/Ext Patrol	Guard I	1	0800 - 1700	Mon - Fri, Hol

1	MLK	MLK OC Oasis, Hub Clinic, Lot H Roving Patrol	Guard I	1	0800 - 1700	Mon - Fri
	MLK	MLK J. Hill West Support Bldg. Lobby RCC	Guard I	1	0730 - 1600	Mon - Fri
	MLK	Relief Officer	Guard I	1	0730 - 2400	Sun-Sat, Hol (everyday)
	MLK	Hawkins / Inpatient Psychiatric Unit	Guard III	3	0000-2400	Sun-Sat, Hol (everyday)
	MLK	BHC MLK Urgent Care	Guard III	2	0730 - 2400	Sun-Sat, Hol (everyday)
	MLK	Hawkins Loading Dock	Guard I	1	0730 - 1700	Mon - Fri
	MLK	Hawkins 2nd Floor Front Door Ramp/Entrance	Guard I	1	0700 - 1530	Mon - Fri
	MLK	MLK OPC Parking Structure A	Guard I	1	1500 - 2330	Mon - Fri, Hol
	MLK	J. Avant Building	Guard II	2	1530 - 2400	Sun-Sat, Hol (everyday)
	MLK	J. Avant Building	Guard I	2	2330 - 0800	Sun-Sat, Hol (everyday)

	MLK	J. Avant Building	Guard II	3	0730 - 1600	Mon - Fri
	MLK	Interns and Residents Building - Conference Room	Guard I	1	1700 - 2100	Sun
	MLK	Security Manager	Security Manager	1	0830- 1630	Mon - Fri
AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
1	Bellflower Health Center	Lobby	Guard I	1	0700 - 1730	Mon - Fri
AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
1	Edward R. Roybal Comp. Health Center	Rover 1	Guard I	1	0545 - 1415	M-F
	Edward R. Roybal Comp. Health Center	Rover 2	Guard II	1	0600 - 1500	M-F
	Edward R. Roybal Comp. Health Center	Rover 3	Guard I	1	0700 - 1530	M-F
	Edward R. Roybal Comp. Health Center	Rover 4	Guard I	1	1030 - 1900	Mon - Fri
	Edward R. Roybal Comp. Health Center	Rover 5	Guard I	1	1245 - 2115	Mon - Fri
	Edward R. Roybal Comp. Health Center	Rover 6	Guard I	1	0745 - 1615	Sat
	Edward R. Roybal Comp. Health Center	Rover 7	Supervising Guard	1	0800 - 1630	Sat

	Edward R. Roybal Comp. Health Center	Rover 8	Guard I	1	0845-1715	Sat
	Edward R. Roybal Comp. Health Center	Supervising Guard	Supervising Guard	1	1030 - 1900	Mon - Fri, Hol
AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
1	Bell Health Center	Lobby	Guard I	1	0700 - 1700	Mon - Fri
AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
1	Long Beach Comp. Health Center	Security Office	Guard I	1	0600 - 2300	Mon - Fri
		Security Office	Guard I	1	0900 - 1730	Tue - Fri
		Security Office	Guard II	1	0700 - 1730	Mon - Sat
		Rover	Guard I	1	0600 - 2300	M-F
		Traveling Supervising Guard / Coastal	Supervising Guard	1	0800 - 1630	Mon - Sat
AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
1	Wilmington Health Center	Rover	Guard I	1	0715 - 1715	Mon - Fri

AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
1	Star Clinic	Interior Patrol	Guard III	1	0800 - 1630	Mon - Fri

APPENDIX B – ATTACHMENT 5
TRAINING REQUIREMENTS

This Attachment 5 sets forth the training requirements for the provision of Security Guard Services under the Agreement, required by the County of Los Angeles ("County") for the provision of Services by Security Guards I, II and III ("Guard(s)"), Supervising Guards and Security Managers (Security Staff). Contractor shall ensure that all Security Staff working at County buildings, hospitals and/or clinics ("Service Site(s)") complete all applicable training required by County, as set forth herein below. **Unless indicated otherwise in writing by the County, all such training shall be at no cost to the County.**

	NAME OF COURSE/CERTIFICATE/PERMIT	STAFF REQUIRED
	Required Prior to 1st Day at Service Site	
1	Courses required by County in order to meet the requirements in Attachment (7.1 – 7.5) under Attachment 7 (Staff Specifications) to the Statement of Work: ➤ Power to Arrest ➤ Weapons of Mass Destruction and Terrorism Awareness ➤ Public Relations – Community and Customer ➤ Observation and Documentation ➤ Communication and its Significance ➤ Liability/Legal Aspects ➤ First Aid / Cardiopulmonary Resuscitation (CPR) / Automated External Defibrillator (AED) ➤ Baton Permit <i>Refer to the BSIS website (https://www.bsis.ca.gov) for additional details on courses.</i>	All Security Staff
2	Courses required by County in order to meet the requirements in Attachment (7.1 – 7.4) under Attachment 7 (Staff Specifications) to the Statement of Work. ➤ Monitoring Crowd Control ➤ Trespass Course ➤ Arrest, Search, and Seizure ➤ Chemical Agents <i>Refer to the BSIS website (https://www.bsis.ca.gov) for additional details on courses.</i>	Guard II's, Guard III's, Supervising Guards & Security Managers

	NAME OF COURSE/CERTIFICATE/PERMIT	STAFF REQUIRED
	Required to be Completed on 1st Day of Assignment at Service Site	
3	Course documents will be provided by the County. Contractor shall ensure that all Security Staff complete these courses on their first day of deployment at a Service Site: ➤ Post Orders & Assignments ➤ Facility Policies/Orientation ➤ Evacuation Procedures ➤ Handling Difficult People ➤ Workplace Violence* ➤ Officer Safety ➤ Access Control ➤ Compliance Awareness Training (CAT) ➤ Commercial Sexual Exploitation of Children (CSEC 101) ➤ County Wide Privacy Awareness Training ➤ Cybersecurity Awareness Curriculum ➤ HIPPA for Covered Entities <i>*Security Staff will be required to complete a Workplace Violence course annually thereafter.</i>	All Security Staff
4	Training documents for this course will be provided by the County. Contractor shall ensure all Supervising Guards and Security Managers complete this course on their first day of employment under this Agreement: ➤ Just Culture Managers and Supervisors	Supervising Guard & Security Managers
	Post Specific Training	
5	Contractor shall train all Security Staff on use of Contractor-issued vehicles and other transportation, upon a patrol assignment at a Service Site: ➤ Vehicle and Other Transportation Usage	All Security Staff Assigned Vehicles and Other Transportation
6	Contractor shall train all Security Staff on use of equipment used to screen for weapons, including x-ray machines and hand-held magnetometers prior to assignment at a Service Site: ➤ Weapon Detection Equipment Usage	All Security Staff Assigned to Post with Weapon Detection Equipment

	NAME OF COURSE/ CERTIFICATE/PERMIT	STAFF REQUIRED
	Ongoing DHS Training	
7	Course documents will be provided by the County. Contractor shall ensure that all Security Staff complete these courses on an Annual basis: ➤ Facility Reorientation Handbook ➤ Employee Health Services Annual Tuberculosis Surveillance Training ➤ Workplace Violence	All Security Staff
8	Course documents will be provided by the County. Contractor shall ensure that all Security Staff complete these courses on a Bi-annual basis: ➤ County Policy of Equity for Employees ➤ Sexual Harassment and Discrimination Prevention for Non-Supervisors	Guards
9	Course documents will be provided by the County. Contractor shall ensure all Supervising Guards and Security Managers complete these courses on a Bi-annual basis: ➤ County Policy of Equity for Supervisors ➤ Sexual Harassment and Discrimination Prevention for Supervisors	Supervising Guard & Security Managers

SOW - ATTACHMENT 6

DEPARTMENT NAME: _____

October 2026

STAFF SPECIFICATIONS – SECURITY MANAGER

Security Manager shall be assigned to one or more Services Sites for the management of the Security Staff providing Services under the Agreement, including Supervising Guard, Guard I, II, and III as specified in the Statement of Work. Security Managers may be required to travel to multiple Services Sites as part of their duties.

EXPERIENCE REQUIREMENTS:

Must have at least two (2) years of full-time paid experience as a security supervisor in a healthcare environment, within the last three (3) years and have a High School Diploma or equivalent.

EXAMPLES OF DUTIES SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:

- Providing direction and instruction to Post and/or patrolling Supervising Guard by making daily rounds of assigned Location(s) and maintaining Supervising Guard performance.
- Explaining post procedures under Post Orders.
- Providing Training to Supervising Guards under his/her supervision and ensuring that each Supervising Guard fully understands the duties and services to be provided.
- Being available for inspections from DHS personnel.
- Being available to Supervising Guard under his/her supervision at all times during the assigned shift.
- Providing technical and administrative advice to Supervising Guards as appropriate.
- Ensuring adequately assigned Posts are covered by applicable security guards.
- Providing direction and instructions to applicable security guards.
- Monitoring applicable security guard's performance.
- Providing technical and administrative support to applicable security guards.
- Responding to emergency and providing necessary support.
- Training applicable security guards on the use of radios and Services Sites codes.
- When necessary, operating Contractor owned motor vehicle and/or bicycle to conduct inspections around Services Sites.

BACKGROUND INVESTIGATIONS:

Each Security Manager is required to undergo and pass to the satisfaction of the County a background investigation in accordance with the terms of the Agreement, including the Statement of Work. Contractor's staff with any of the following in their background will not be permitted to provide Services under the Agreement as a Security Manager or otherwise:

- Felony conviction
- Conviction for a sex offense
- Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge
- Any conviction of drunk or reckless driving within the last three (3) years

STATEMENT OF WORK - ATTACHMENT 7.1

MEDICAL HEALTH SCREENING:

Security Manager must be medically qualified to perform the essential duties under the Agreement. Candidates for this position shall undergo a health screening before commencement of Services under the Agreement and annually thereafter, as required by County. County may require Contractor to provide medical certifications for any Security Staff, including Security Managers, if County determines that their physical condition appears to be questionable.

LICENSE REQUIREMENTS:

Contractor's staff classified as Security Managers are required to have a valid California Class "C" Driver's License.

TRAINING REQUIREMENTS:

Security Manager must complete the applicable training and meet the requirements specified in Attachment 5 (Training Requirements) to the Statement of Work.

STATEMENT OF WORK – ATTACHMENT 7.2

STAFF SPECIFICATIONS – SUPERVISING GUARD

Supervising Guard (also “Supervisor”) shall be assigned to one or more Services Sites for supervision of Guards providing Services under the Agreement, including Guard I, II and III, as specified in the Statement of Work. Supervisors may be required to travel to multiple Services Sites as part of their duties.

EXPERIENCE REQUIREMENTS:

Must have at least (2) years within the last three (3) years of full-time paid experience as a security guard in a healthcare environment and have a High School Diploma or equivalent.

EXAMPLES OF DUTIES SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:

- Ensuring adequate assigned Posts are covered by applicable security guards.
- Providing direction and instructions to applicable security guards.
- Monitoring applicable security guard’s performance.
- Providing technical and administrative support to applicable security guards.
- Responding to emergency and provide necessary support.
- Training applicable security guards on the use of radios and Services Site(s) codes.
- Conducting investigations of incidents and preparing a written memorandum of Security Incident Report (“SIR”) and submitting the SIR to the Service Site designee of County’s Project Manager by the end of the Supervisor’s shift or within twenty-four (24) hours of the incident.
- Covering applicable Post for applicable Guards during breaks, meal, and absences.
- When necessary, operating Contractor owned motor vehicle and/or bicycle to conduct inspections around Services Site(s).

BACKGROUND INVESTIGATIONS:

Each Supervising Guard is required to undergo and pass to the satisfaction of County a background investigation in accordance with the terms of the Agreement, including the Statement of Work. Contractor’s staff with any of the following in their background will not be permitted to provide Services under the Agreement as a Supervising Guard or otherwise:

- Felony conviction
- Conviction for a sex offense
- Military conduct that involved dishonorable discharge, bad conduct or an undesirable discharge
- Any conviction of drunk or reckless driving within the last three (3) years

MEDICAL HEALTH SCREENING:

Supervising Guard must be medically qualified to perform the essential duties under the Agreement. Candidates for this position shall undergo a health screening before commencement of Services under the Agreement and annually thereafter, as required by County. County may require Contractor to provide medical certifications for any Security Staff, including Supervising Guards, if County determines that their physical condition appears to be questionable.

LICENSE REQUIREMENTS:

Contractor’s staff classified as Supervising Guard are required to have a valid California Class “C” Driver’s.

STATEMENT OF WORK – ATTACHMENT 7.2

TRAINING REQUIREMENTS:

Supervising Guard must pass and meet the requirements specified in Attachment 5 (Training Requirements) to the Statement of Work.

STAFF SPECIFICATIONS - GUARD III

Guard III shall be assigned to Services Site(s) for provision of Services under the Agreement as specified in the Statement of Work. Guard III will be assigned to a Post distinguished by County as a higher potential risk. Guard III may also assume a “Team Lead” role in which they will oversee an area to ensure Guards I and II are performing their duties; immediately respond to issues or concerns raised by Guards I and II related to security matters.

NOTE: County will be responsible for assigning the level of risk for each Post to be covered under the Agreement.

EXPERIENCE REQUIREMENTS:

Guard III must have at least three (3) years of full-time paid experience as a security guard in a healthcare environment and have a High School Diploma or equivalent.

EXAMPLES OF DUTIES SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:

- Providing supportive and a lead role in advising and assisting Guards I and II.
- Ensuring County staff present appropriate County identification when entering a Service Site or restricted areas within the Services Site.
- Intervening to prevent injurious acts to persons or damage to County property.
- Safeguarding County property against theft, vandalism and illegal entry.
- Preventing entry of weapons and other illegal contraband into a Services Site.
- Providing information and assistance to the public as needed.
- Operating Contractor or County owned weapon screening equipment, including x-ray machines and magnetometers, both screen-operated and hand-held, as required by Services Sites and document findings.
- Visually screening packages for suspicious markings. If package is suspicious, placing package in an open area and notifying proper authorities, including local law enforcement and Service Site Administrator.
- Locking and unlocking gates and doors; and raising and lowering flags at designated times.
- Ensuring that only authorized personnel are permitted access to closed or restricted areas.
- Responding to reports of ill or injured visitors, patrons, or employees, rendering first aid and notifying local law enforcement and Service Site Administrator, as soon as practicably feasible.
- Relaying reports of bomb threats immediately to local law enforcement and Service Site Administrator.
- Responding to the scene of locally activated fire, burglary or other alarms, evaluating the situation and taking appropriate action.
- Monitoring building alarm systems and electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots.
- Conducting regular vehicle patrols of Service Sites, utilizing Contractor-issued motor vehicles, bicycles or scooters as required by each Service Site.
- Logging activities and events on the Daily Activity Report (DAR).

STATEMENT OF WORK - ATTACHMENT 7.3

- When necessary, operating Contractor owned motor vehicle and/or bicycle to conduct inspections around Service Sites.

BACKGROUND INVESTIGATIONS:

Each Guard III is required to undergo and pass to the satisfaction of the County a background investigation in accordance with the terms of the Agreement, including the Statement of Work. Contractor's staff with any of the following in their background will not be permitted to provide Services under the Agreement as a Guard III or otherwise:

- Felony conviction
- Conviction for a sex offense
- Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge
- Any conviction of drunk or reckless driving within the last three (3) years

MEDICAL HEALTH SCREENING:

Guard III must be medically qualified to perform the essential duties under the Agreement. Candidates for this position shall undergo a health screening before commencement of Services under the Agreement, and annually thereafter, as required by County. County may require Contractor to provide medical certifications for any Security Staff, including Guard III, if County determines that their physical condition appears to be questionable.

LICENSE REQUIREMENTS:

Contractor's staff classified as Guard III may be required to have a valid California Class "C" Driver's License.

TRAINING REQUIREMENTS:

Guard III must complete the applicable training and meet the requirements specified in Attachment 5 (Training Requirements) to the Statement of Work.

STAFF SPECIFICATIONS - GUARD II

Guard II shall be assigned to Services Site(s) for provision of Services under the Agreement as specified in the Statement of Work. Guard II will be assigned to a Post distinguished by County as a higher potential risk.

NOTE: County will be responsible for assigning the level of risk for each Post to be covered under the Agreement.

EXPERIENCE REQUIREMENTS:

Guard II must have at least one (1) year of full-time paid experience as a security guard in a healthcare environment and have a High School Diploma or equivalent.

EXAMPLES OF DUTIES SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:

- Ensuring County staff present appropriate County identification when entering a Service Site or restricted areas within the Services Site.
- Intervening to prevent injurious acts to persons or damage to County property.
- Safeguarding County property against theft, vandalism and illegal entry.
- Preventing entry of weapons and other illegal contraband into a Services Site.
- Providing information and assistance to the public as needed.
- Operating Contractor or County owned weapon screening equipment, including x-ray machines and magnetometers, both screen-operated and hand-held, as required by Services Sites and document findings.
- Visually screening packages for suspicious markings. If package is suspicious, placing package in an open area and notifying proper authorities, including local law enforcement and Service Site Administrator.
- Locking and unlocking gates and doors; and raising and lowering flags at designated times.
- Ensuring that only authorized personnel are permitted access to closed or restricted areas.
- Responding to reports of ill or injured visitors, patrons or employees, render first aid and notifying local law enforcement and Service Site Administrator, as soon as practicably feasible.
- Relaying reports of bomb threats immediately to local law enforcement and Service Site Administrator.
- Responding to the scene of locally activated fire, burglary, or other alarms, evaluating the situation and taking appropriate action.
- Monitoring building alarm systems and electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots.
- Conducting regular vehicle patrols of Service Sites, utilizing Contractor-issued motor vehicles, bicycles or scooters as required by each Service Site.
- Logging activities and events on the Daily Activity Report (DAR).
- When necessary, operating Contractor owned motor vehicle and/or bicycle to conduct inspections around Service Sites.

BACKGROUND INVESTIGATIONS:

Each Guard II is required to undergo and pass to the satisfaction of County a background investigation in accordance with the terms of the Agreement, including the Statement of Work. Contractor's staff with any of the following in their background will not be permitted to provide Services under the Agreement as a Guard II or otherwise:

- Felony conviction
- Conviction for a sex offense
- Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge
- Any conviction of drunk or reckless driving within the last three (3) years

MEDICAL HEALTH SCREENING:

Guard II must be medically qualified to perform the essential duties under the Agreement. Candidates for this position shall undergo a health screening before commencement of Services under the Agreement, and annually thereafter, as required by County. County may require Contractor to provide medical certifications for any Security Staff, including Guard II, if County determines that their physical condition appears to be questionable.

LICENSE REQUIREMENTS:

Contractor's staff classified as Guard II may be required to have a valid California Class "C" Driver's License.

TRAINING REQUIREMENTS:

Guard II must complete the applicable training and meet the requirements specified in Attachment 5 (Training Requirements) to the Statement of Work.

STATEMENT OF WORK – ATTACHMENT 7.5

STAFF SPECIFICATION - GUARD I

Guard I shall be assigned to Services Site(s) for provision of Services under the Agreement as specified in the Statement of Work. Guard I will be assigned to a Post distinguished by the County as a lower potential risk.

NOTE: County will be responsible for assigning the level of risk for each Post to be covered under the Agreement.

EXPERIENCE REQUIREMENTS:

Guard I must be 18 years of age and have a High School Diploma or equivalent.

EXAMPLES OF DUTIES SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:

- Ensuring County staff present appropriate County identification when entering a Services Sites, or a restricted area within a Services Site.
- Intervening to prevent injurious acts to persons or damage to County property.
- Safeguarding County property against theft, vandalism and illegal entry.
- Preventing entry of weapons and other illegal contraband into a Services Sites.
- Providing information and assistance to the public as needed.
- Operating Contractor or County owned weapon screening equipment, including x-ray machines and magnetometers, both screen-operated and hand-held, as required by Service Site and document findings.
- Visually screening packages for suspicious markings. If package is suspicious, placing package in an open area and notifying proper authorities, including local law enforcement and Service Site Administrator.
- Locking and unlocking gates and doors; and raising and lowering flags at designated times.
- Ensuring that only authorized personnel are permitted access to closed or restricted areas.
- Responding to reports of ill or injured visitors, patrons or employees, rendering first aid and notifying local law enforcement and Service Site Administrator, as soon as practicably feasible.
- Relaying reports of bomb threats immediately to local law enforcement and Service Site Administrator.
- Responding to the scene of locally activated fire, burglary, or other alarms, evaluate the situation and taking appropriate action.
- Monitoring building alarm systems and electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots.
- Conducting regular vehicle patrols of Service Sites, utilizing Contractor-issued motor vehicles, bicycles or scooters as required by Service Sites.
- Logging activities and events on the Daily Activity Report (DAR).

BACKGROUND INVESTIGATIONS:

Each Guard I is required to undergo and pass to the satisfaction of County a background investigation in accordance with the terms of the Agreement, including the Statement of Work.

STATEMENT OF WORK – ATTACHMENT 7.5

Contractor's staff with any of the following in their background will not be permitted to provide Services under the Agreement as a Guard I or otherwise:

- Felony conviction
- Conviction for a sex offense
- Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge
- Any conviction of drunk or reckless driving within the last three (3) years

MEDICAL HEALTH SCREENING:

Guard I must be medically qualified to perform the essential duties under the Agreement. Candidates for this position shall undergo a health screening before commencement of Services under the Agreement, and annually thereafter, as required by County. County may require Contractor to provide medical certifications for any Security Staff, including Guard I, if County determines that their physical condition appears to be questionable.

LICENSE REQUIREMENTS:

Contractor's staff classified as Guard I may be required to have a valid California Class "C" Driver's License.

TRAINING REQUIREMENTS:

Guard I must complete the applicable training and meet the requirements specified in Attachment 5 (Training Requirements) to the Statement of Work.

EXHIBIT C
PRICING SCHEDULE

This Exhibit C (Pricing Schedule) to the Agreement sets forth the pricing and payment terms for provision of Services pursuant to the Agreement. The terms or phrases used herein without definitions shall have the meanings given to such in the Agreement, including the Statement of Work.

1.0 PRICING AND PAYMENTS

1.1 SERVICE FEES

The fees for Services ("Service Fee(s)") specified in this Pricing Schedule are the maximum amounts that shall be payable by County to Contractor for the Services provided pursuant to the Agreement. Unless amended pursuant to a duly authorized amendment to the Agreement, the Service Fees shall not increase during the term of the Agreement. Contractor shall invoice County the Service Fees for Services provided in accordance with the requirements of the Statement of Work. Unless otherwise provided in the Agreement, Service Fees shall include any and all costs and fees associated with the provision of Services.

Contractor shall provide all Services and fulfill all requirements of the Statement of Work in exchange for the Service Fees specified below.

1.2 PRICING TERMS

Pricing and reimbursement for Services provided pursuant to the Agreement shall be subject to the following terms and conditions:

SECURITY STAFF CLASSIFICATION	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE	YEAR 3 HOURLY RATES	YEAR 4 HOURLY RATE	YEAR 5 HOURLY RATE
GUARD I	\$40.42	\$41.59	\$42.79	\$44.03	\$45.35
GUARD II	\$41.28	\$42.53	\$43.80	\$45.12	\$46.47
GUARD III	\$42.09	\$43.35	\$44.65	\$45.99	\$47.37
SUPERVISING GUARD	\$45.33	\$46.69	\$48.10	\$49.54	\$51.03
SECURITY MANAGER (HDRHC)	\$56.66	\$58.36	\$60.13	\$61.90	\$63.76
SECURITY MANAGER (MLK)	\$63.88	\$65.79	\$67.76	\$69.80	\$71.89
Area 1: Maximum Obligation			\$75,455,805		

2.0 INVOICING

2.1 INVOICING

Terms	☒ Monthly in Arrear ☐ Monthly in Advance ☐ Other _____
Due Date	☐ 15 th of each month ☐ End of each month ☐ Other _____
Submission	To contact(s) for billing identified in Exhibit E (County's Administration) or Attachment 1 (Service Sites) under Exhibit A (Statement of Work), as applicable.

Unless otherwise instructed by County, Contractor shall submit a separate invoice for each Service Site, if any, to County's Project Manager or the Service Site PM, as applicable. All invoices submitted by Contractor shall include a billing summary of the Services provided. County and Contractor will agree on the invoice format, which shall include, at a minimum, the information specified below:

1. Invoice #
2. Invoice Date
3. Service Site, if any
4. Date of Services
5. Description of Services
6. Service Fees
7. Total invoice amount

2.2 EXPENSES

Unless specified otherwise in the Agreement or the Statement of Work, the Service Fees specified in this Pricing Schedule are the only amounts that Contractor may charge County and be reimbursed for provision of Services under the Agreement, and County shall not pay Contractor overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem or any other expenses that may be incurred by Contractor in the course of provision of the Services.

If Contractor is authorized under the Agreement or by County to be reimbursed for expenses (mileage, parking, etc.) incurred in the course of provision of Services in addition to the Service Fees payable under the Agreement, the reimbursement rates for such expenses shall not exceed those approved by County for reimbursement to County employees.

EXHIBIT D
ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR'S NAME Universal Protection Service, LP dba Allied Universal Security Services

COUNTY AGREEMENT NO. _____

GENERAL INFORMATION:

Contractor referenced above has entered into the County Agreement identified above (hereafter "County Agreement") to provide certain services to the County of Los Angeles (hereafter "County"). County requires Contractor to sign this Contractor Acknowledgement and Confidentiality Agreement (hereafter "Confidentiality Agreement").

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that Contractor employees, consultants, outsourced vendors, independent contractors and agents (hereafter "Contractor's Staff") that will provide services pursuant to the above referenced County 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 County Agreement.

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

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by County 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 County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with County. 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 understands and agrees that if it or Contractor's Staff are involved in County work, 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 it or Contractor's Staff for County.

Contractor, on behalf of itself and Contractor's Staff, hereby agrees that neither it nor Contractor's will divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced County Agreement. Contractor agrees that it and Contractor's Staff shall forward to County's Project Manager all requests for the release of any date or information received.

Contractor agrees that it and Contractor's Staff shall keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from County, design concepts, algorithms, programs, formats,

documentation, Contractor's proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the County Agreement. Contractor further agrees that it and Contractor's Staff shall protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor also agrees that if proprietary information supplied by other County vendors is provided to Contractor's Staff during employment, Contractor and Contractor's Staff shall keep such information confidential during and following the term of the County Agreement.

Contractor agrees that it and Contractor's Staff shall report any and all violations of this Confidentiality Agreement by Contractor or Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor acknowledges that violation of this Confidential Agreement by Contractor or Contractor's Staff may subject Contractor and Contractor's Staff to civil and/or criminal action and that County may seek all possible legal redress.

SIGNATURE: Steve Claton

DATE: 04/29/2026

PRINTED NAME: Steve Claton

POSITION: Regional President

EXHIBIT E
COUNTY'S ADMINISTRATION

COUNTY'S PROJECT DIRECTOR

Name Julio C. Alvarado

Title Director, Contracts Administration & Monitoring

Phone (213) 288-7819

Email jalvarado@dhs.lacounty.gov

COUNTY'S PROJECT MANAGER

Name Matthew Ohan

Title Staff Analyst, Health

Phone 562-385-6563

Email mohan@dhs.lacounty.gov

SERVICE SITE – SERVICE SITE PROJECT MANAGER / BILLING

Name Joseph Mesina

Title Fiscal Officer II

Phone 626-525-5265

Email jomesina@dhs.lacounty.gov

EXHIBIT F
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S WEBVEN VENDOR ID: 130628

CONTRACTOR'S PROJECT DIRECTOR

Name Anadelys Perez

Title Director of Operations, Healthcare

Address 21300 Victory Blvd., Suite 600, Woodland Hills, CA 91367

Phone ofc. 818-227-1240 cell. 562-233-3939

Email anadelys.perez@aus.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name Edward Eccles

Title Regional Vice President

Address 21300 Victory Blvd., Suite 600, Woodland Hills, CA 91367

Phone ofc. 818-227-1240 cell.919-475-5894

Email edward.eccles@aus.com

Name Steve Claton

Title Regional President

Address 450 Exchange, Irvine, CA 92602

Phone 714-619-9700

Email steve.claton@aus.com

EXHIBIT G
CHARITABLE CONTRIBUTIONS CERTIFICATION

[Vendor/Contractor]: Universal Protection Service 

Address: 450 Exchange, Irvine, CA 9 

Internal Revenue Service Employer Identification Number: 33-0973846

☐ The Agency or Contractor is exempt from the California Nonprofit Integrity Act.

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Steve Claton

Digitally signed by Steve Claton
Date: 2026.04.29 13:58:38 -07'00'

Signature

Date: 04-29-2026

Name of Signer: Steve Claton

Title: President

DEPARTMENT OF HEALTH SERVICES



AGREEMENT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

INTER-CON SECURITY SYSTEMS, INC.

FOR

SECURITY GUARD SERVICES

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**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
INTER-CON SECURITY SYSTEMS, INC.
FOR
SECURITY GUARD SERVICES**

This Agreement, including the Exhibits, is made and entered into on the 1st day of October, 2026, (hereinafter "Effective Date") by and between the County of Los Angeles (hereinafter "County") and Inter-Con Security Systems, Inc. (hereinafter "Contractor"), located at 210 South De Lacey Ave, Pasadena, CA 91105.

RECITALS

WHEREAS, pursuant to Sections 1441 and 1445 of the California Health and Safety Code, County has established and operates, through its Department of Health Services, the facilities, premises and other service sites; and

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

WHEREAS, Contractor is a private entity specializing in the provision of Security Guard Services (hereinafter "Services") that may be solicited by County; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Sections 26227 and 31000 of the California Government Code and Section 1451 of the California Health and Safety Code; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide the Services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

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

1.0 APPLICABLE DOCUMENTS

1.1 INTERPRETATION

The Exhibits attached to this base document (hereinafter "Base Agreement") form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any task, deliverable, goods, service or other work or otherwise between the Base Agreement and the Exhibits, or among Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Base Agreement, then to Exhibit A (Additional Provisions) (hereinafter "Additional Provisions") and then to the remaining Exhibits in alphabetical order.

Paragraph headings are utilized throughout this Agreement for convenience and reference only and are not intended to define the scope of any provision hereof.

Unless specified otherwise, any Paragraph references herein shall be made to the provisions of the Base Agreement.

1.2 ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments and Modifications) and signed by both parties.

2.0 DEFINITIONS

The terms and phrases in this Paragraph, with the initial letter capitalized where applicable, whether singular or plural, whenever used in this Agreement shall have the particular meanings set forth below.

2.1 GENERAL DEFINITIONS

- 2.1.1 “Additional Services”** – shall mean the Services other than those required to be provided pursuant to the Statement of Work.
- 2.1.2 “Agreement”** – shall mean and refer to this agreement executed between County and Contractor setting forth the terms and conditions for Contractor’s performance and provision of Services as specified herein, including Exhibit B (Statement of Work).
- 2.1.3 “Board”** – shall mean County’s Board of Supervisors.
- 2.1.4 “DHS”; “Department”** – County’s Department of Health Services.
- 2.1.5 “Director”** – shall mean the Director of DHS or authorized designee.
- 2.1.6 “Fiscal Year”** – shall mean a twelve-month period beginning on July 1st and ending on June 30th of the following year.
- 2.1.7 “Pricing Schedule”** – shall mean a schedule of rates, fees and any other terms and conditions for provision of Services under the Agreement set forth in Exhibit C (Pricing Schedule) to the Agreement.
- 2.1.8 “Required Services”** – shall mean the Services described in the Statement of Work that are required to be provided by Contractor under the Agreement.
- 2.1.9 “Service Fees”** – shall mean rates and fees for provision of Services under the Agreement.
- 2.1.10 “Service Site”** – shall mean and refer to any one of County’s healthcare facilities or other sites for which Services may be provided under the Agreement, including those that may be specified in Exhibit B (Statement of Work) and any or all of those identified in <https://dhs.lacounty.gov/our-locations>, such as Medical Centers and any associated Comprehensive Health Centers, Outpatient Centers and health centers, as well as administrative offices.

- 2.1.11** “**Service Site Project Manager**; “**Service Site PM**” – shall mean and refer to any individual designated by County's Project Manager for a Service Site, as such may be identified in Exhibit E (County's Administration) to the Agreement.
- 2.1.12** “**Services**” – shall mean goods, services and any other work that may be provided by Contractor pursuant to this Agreement, including Exhibit B (Statement of Work).
- 2.1.13** “**Statement of Work**”; “**SOW**” – shall mean Contractor's obligations and other requirements for provisions of Services hereunder as set forth in Exhibit B (Statement of Work) to the Agreement, including any sub-Exhibit(s) and Attachment(s) thereto.

3.0 WORK

3.1 PERFORMANCE OF SERVICES

Pursuant to the provisions of this Agreement, Contractor shall fully perform, complete and deliver on time all tasks, deliverables and other Services as set forth herein, including Exhibit B (Statement of Work), at the rates and fees set forth in Exhibit C (Pricing Schedule).

3.2 GRATUITOUS EFFORT

If Contractor provides any tasks, deliverables, services or other work to County other than those Services specified in this Agreement or that exceed the maximum County obligation that may be allocated for such Services, such tasks, deliverables, services or other work shall be deemed a gratuitous effort on the part of Contractor, for which Contractor shall have no claim whatsoever against County.

4.0 TERM OF AGREEMENT

4.1 TERM

The term of the Agreement shall commence on the Effective Date as reflected on the top of Page 1 of this Base Agreement, following its execution by the parties, and shall continue in full force and effect for five (5) years (hereinafter "Initial Term"), with up to three (3) one-year extension options (hereinafter each "Extension Term"), unless extended or sooner terminated, in whole or in part, as provided herein.

4.2 PERFORMANCE HISTORY

County maintains databases that track/monitor Contractor's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a term extension option.

4.3 EXPIRATION NOTIFICATION

Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the DHS contact(s) identified in Exhibit E (County's Administration).

5.0 PAYMENTS AND INVOICING

5.1 PRICING AND PAYMENTS

5.1.1 Written Approval for Reimbursement

Contractor shall be paid under this Agreement only for the Services satisfactorily performed at the rates and fees specified in Exhibit C (Pricing Schedule). Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder. Assumption or takeover of any of Contractor's duties, responsibilities or 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, shall occur only with County's express prior written approval.

5.1.2 Third Party Reimbursement

Unless and to the extent otherwise expressly permitted in the Agreement, (i) Contractor shall not bill any patient or any payor for Services provided hereunder; (ii) shall consider payment by County to be payment in full for such Services; and (iii) shall assign to County rights to payment by any patient or third party payor, including Medicare and Medi-Cal, for any Services rendered pursuant to this Agreement.

5.1.3 The Agreement rates and fees ("Service Fees") shall not exceed those specified in the Pricing Schedule for each year of the Initial Term of the Agreement. Contractor may request an increase in the Service Fees for the Extension Term. Upon such request, the parties will mutually agree on an adjustment to the Service Fees pursuant to an amendment or other appropriate Agreement modification as authorized by the Board.

5.2 INVOICING

5.2.1 Submission of Invoices

Contractor's invoices for Services shall be priced and submitted in accordance with Exhibit C (Pricing Schedule) and shall contain, at a minimum, as applicable, description of the Services for which payment is claimed (tasks, deliverables, goods, services, etc.), hours worked and the Service Site(s) for which Services were provided. All invoices and supporting documentation shall be submitted to the person(s) designated in Exhibit E (County's Administration) by the 15th calendar day of the month following provision of the Services, unless otherwise stated in Exhibit C (Pricing Schedule) or required by law or County policy.

5.2.2 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of County's Project Manager, or authorized designee, for Services for which payment is claimed prior to any payment thereof. In

no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.2.3 Payment of Invoices

Provided that Contractor is not in breach of any provision of this Agreement, and it is not otherwise required by law or specified elsewhere in the Agreement, including Exhibit C (Pricing Schedule), County will pay properly submitted undisputed invoices within thirty (30) days of receipt by County. County's failure to pay within thirty (30) days or other appropriate period, however, shall not be deemed as automatic invoice approval or acceptance by County of any deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest or penalty in any form on any late payment.

5.3 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF 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 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 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 Agreement.

5.4 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

5.4.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with County shall be Electronic Funds Transfer (hereinafter "EFT") or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (hereinafter "A-C").

5.4.2 Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and shall comply with all accounting, record keeping, and tax reporting requirements.

5.4.3 Any provision of law, grant or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.4.4 At any time during the duration of this Agreement, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with

the contracting department(s), shall decide whether to approve exemption requests.

5.5 PREFERENCE PROGRAM ENTERPRISES – PROMPT PAYMENT PROGRAM

If certified in accordance with the applicable Chapter of the Los Angeles County Code as a Local Small Business Enterprise (hereinafter "LSBE"), a Social Enterprise (hereinafter "SE") or a Disabled Veterans Business Enterprise (hereinafter "DVBE") (hereinafter, each also a "Preference Program Enterprise" or "PPE"), Contractor will receive prompt payment for Services provided to County under the Agreement. Prompt payment is defined as fifteen (15) calendar days after receipt by County of a proper undisputed invoice, which has been validated against appropriate documentation, consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

6.0 ADMINISTRATION OF AGREEMENT – COUNTY

The Director, or authorized designee, shall have the authority to administer this Agreement on behalf of County and retains professional and administrative responsibility for the Services rendered under this Agreement. Other key County personnel administering the Agreement on behalf of County are referenced in the Paragraph(s) below and identified in Exhibit E (County's Administration). The key County personnel identified herein are not authorized to make changes to any of the terms or conditions of this Agreement or to further obligate County in any respect whatsoever, unless and except as may be authorized by the Board and in accordance with the terms of the Agreement, including Paragraph 8.1 (Amendments and Modifications). County will notify Contractor in writing of changes in the names or contact information specified in Exhibit E (County's Administration).

6.1 COUNTY'S PROJECT DIRECTOR

County's Project Director has the authority to negotiate and recommend all changes to this Agreement and to resolve disputes between County and Contractor.

6.2 COUNTY'S PROJECT MANAGER

County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Agreement, who will be responsible for:

- Monitoring Contractor's performance of the Agreement.
- Examining the quality of any and all tasks, deliverables, goods, services and other work provided by Contractor hereunder.
- Providing direction to Contractor in the areas relating to policy, information and procedural requirements.

County's Project Manager may have a designee at any Service Site, who will be a Service Site PM for that Service Site. Unless specified otherwise, reference to County's Project Manager shall include a designee for the applicable Service Site. County's Project Manager designated for each Service Site will be the approving authority for invoices for such Service Site.

7.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

Contractor shall designate the personnel referenced in the Paragraph(s) below and identified in Exhibit F (Contractor's Administration) for administering the Agreement on behalf of Contractor. Contractor shall notify County in writing of any change in the name or contact information of any such personnel within five (5) business days of the change.

7.1 CONTRACTOR'S PROJECT DIRECTOR

Unless the Agreement is with a sole practitioner for provision of Specialty Medical Services (hereinafter "SMS") or otherwise instructed in writing by authorized County personnel, Contractor shall designate Contractor's Project Director for the term of the Agreement. Contractor's Project Director shall be responsible for Contractor's performance of and compliance with this Agreement. Contractor's Project Director shall coordinate and/or meet with County as required by County for performance of this Agreement.

7.2 CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials for executing instruments under this Agreement on behalf of Contractor.

7.3 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of Contractor's staff performing Services under this Agreement, and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Director, if any.

7.4 CONFIDENTIALITY

7.4.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.4.2 Furthermore, Contractor shall: (i) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (ii) promptly transmit to County all requests for disclosure of any such records or information; (iii) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Agreement, return all such records and information to County or maintain such records and information in accordance with the written procedures that may be provided or made available to Contractor by County for this purpose.

7.4.3 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and

volunteers, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.4, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

7.4.4 Contractor shall inform all of its officers, employees, agents and subcontractors providing that may provide Services under this Agreement of the confidentiality and indemnification provisions of this Agreement.

7.4.5 Contractor shall sign and adhere to the provisions of Exhibit D (Acknowledgement and Confidentiality Agreement) on behalf of itself and all of its employees, subcontractors, agents and other persons who may provide work for or on behalf of Contractor under the Agreement.

7.5 STAFF PERFORMANCE UNDER THE INFLUENCE

Contractor shall not knowingly permit any employee to perform Services under this Agreement while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS AND MODIFICATIONS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes to any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph below.

8.1.1 For any change which materially affects any term or condition of this Agreement, an Amendment to the Agreement, shall be prepared by County and executed by Contractor and County as authorized by the Board.

8.1.2 For any change that does not materially affect any term or condition of this Agreement, a modification to the Agreement (Administrative Amendment, Change Notice, Change Order, etc.) shall be prepared by County and signed by Contractor.

8.1.3 The Board or County's Chief Executive Officer (hereinafter "CEO"), or authorized designee, may require, during the term of this Agreement, the addition and/or change of certain terms and conditions in the Agreement. County reserves the right to add and/or change such provisions as required by the Board, the CEO, or authorized designee. To implement such changes, an Amendment to the Agreement shall be prepared by County and executed by Contractor and County as authorized by the Board.

- 8.1.4** The Director, or authorized designee, may require, during the term of this Agreement, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in Federal and/or State law or regulation. County reserves the right to add and/or change such provisions as required by law or regulation to preserve this Agreement's conformity and compliance to Federal and/or State law or regulation. To implement such changes, an Amendment to the Agreement shall be prepared by County and executed by Contractor and County as authorized by the Board.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1** Contractor shall notify County of any pending acquisitions/mergers of its entity unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.
- 8.2.2** Contractor shall not assign its rights or delegate its duties under this 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 Paragraph, County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 8.2.3** Any assumption, assignment, delegation or takeover of any of Contractor's duties, responsibilities or 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 Agreement which may result in the termination of this 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.

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

In the event that County's 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 contracts, County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by Contractor under this Agreement will also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor must continue to provide all of the services set forth in this Agreement.

8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded or whose principals are suspended, debarred, ineligible or excluded from securing Federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees or independent contractors is currently suspended, debarred, ineligible or excluded from securing Federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing Federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible or excluded from securing Federally funded contracts. Contractor shall reimburse County for any and all associated costs (repayment, fine and/or penalty) that may be incurred by County as a result of inappropriate claims submitted by or on behalf of one of its staff or vendors that was excluded or suspended regardless of Contractor's prior knowledge of such exclusion or suspension. Failure by Contractor to comply with this provision shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement.

8.6 COMPLAINTS

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

- 8.6.1** Within ten (10) business days of the Effective Date of this Agreement, Contractor shall provide to County with Contractor's policy for receiving, investigating and responding to user complaints.
- 8.6.2** County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.6.3** If County requests changes to Contractor's policy, then Contractor shall make such changes and resubmit the plan within ten (10) business days to County for approval.

- 8.6.4** If, at any time, Contractor wishes to change its policy regarding complaints, Contractor shall submit proposed changes to County for approval prior to implementing the changes.
- 8.6.5** Contractor shall preliminarily investigate all complaints and notify County's Project Manager, or authorized designee, of the status of the investigation within fifteen (15) business days of receiving the complaint.
- 8.6.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted, which shall adhere to formal plans for specific actions and strict time deadlines.
- 8.6.7** Copies of all written responses shall be sent to County's Project Manager, or authorized designee, within fifteen (15) business days of being mailed to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

- 8.7.1** In the performance of this Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to, standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.
- 8.7.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, agents and volunteers from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, 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, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.7.3 Facility Rules and Regulations

At any time that Contractor's agents, employees or subcontractors are at a Service Site or other County facility for provision of Services under this Agreement, Contractor and such persons shall be subject to the rules and regulations of that facility. County will provide or make available to Contractor a copy of rules and regulations pertaining to the facility upon execution of this Agreement and updates during its term. It is the responsibility of Contractor to acquaint all persons who may provide Services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of Services hereunder upon receipt of written notice from the Director that: (i) such employee or subcontractor has violated such rules or regulations, or (ii) such

employee's or subcontractor's actions while at the County facility may adversely affect the delivery of health care services to County patients.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS – ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

8.8.1 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

8.8.2 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, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations

8.8.3 Contractor certifies to County each of the following:

- a)** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- b)** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- c)** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- d)** Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goals or timetables.

8.8.4 Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such actions shall include, but are not limited to, employment, upgrading, demotion, transfer, recruitment and recruitment advertising, layoff and termination,

rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.8.5** Contractor certifies and agrees that it will deal with its subcontractors, bidders and vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation.
- 8.8.6** Contractor certifies and agrees that it, its affiliates, subsidiaries and holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement.
- 8.8.7** Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.7 when so requested by County.
- 8.8.8** If County finds that any provisions of this Paragraph 8.7 have been violated, such violation shall constitute a material breach of this Agreement, upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this 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 Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 8.8.9** The parties agree that in the event that Contractor violates any of the anti-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) from Contractor for each such violation, pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Agreement.

8.9 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program

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

8.9.2 Written Employee Jury Service Policy

- a)** 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 County Code](#)) or that Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from 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 Employee's regular pay the fees received for jury service.
- b)** For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract 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 contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (i) the lesser number is a recognized industry standard as determined by County, or (ii) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses a subcontractor to perform Services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to such agreement.
- c)** If Contractor is not required to comply with the Jury Service Program when the 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 of the Agreement 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" and/or that Contractor continues to qualify for an exception to the Program.

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

8.10 CONFLICT OF INTEREST

8.10.1 No County employee whose position with County enables such employee to influence the award or administration of this 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 this 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.

8.10.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts that 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 8.9 shall be a material breach of this Agreement.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR ON A COUNTY RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the Effective Date of this 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 term of this Agreement.

8.12 CONSIDERATION OF HIRING GAIN/ START PARTICIPANTS

8.12.1 Should Contractor require additional or replacement personnel after the Effective Date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services (hereinafter "DPSS") Greater Avenues for Independence (hereinafter "GAIN") Program or Skills and Training to Achieve Readiness for Tomorrow (hereinafter "START") Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/START participants by job category to Contractor. Contractor shall report all job openings with job requirements to: gainstart@dpss.lacounty.gov and

bservices@opportunity.lacounty.gov; and DPSS will refer qualified GAIN/START job candidates.

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

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

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

8.13.2 Chapter 2.202 of the County Code

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

8.13.3 Non-responsible Contractor

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

8.13.4 Contractor Hearing Board

- a) 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.
- b) 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.

- c) 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 Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- d) If 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: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (a) Contractor has been debarred for a period longer than five (5) years; (b) the debarment has been in effect for at least five (5) years; and (c) 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.
- f) 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.

8.13.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of Contractor.

8.14 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, including Contractor, 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 subcontractors' place of business. Information and posters for printing are available at babysafela.org.

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

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

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

8.16 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

8.16.1 Contractor hereby warrants that neither it nor any of its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify the Director within ten (10) calendar days in writing of: (i) any event that would require Contractor or any aforementioned parties mandatory exclusion or suspension from participation in a Federally funded health care program; and (ii) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

- 8.16.2** Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.
- 8.16.3** Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8.17 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will monitor Contractor's performance under this Agreement, which will include assessing Contractor's compliance with all Agreement terms and conditions and performance standards, as further specified in Exhibit B (Statement of Work). Contractor deficiencies which County determines are significant or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in the Agreement.

8.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

- 8.18.1** Contractor shall repair, or cause to be repaired, at its own cost and expense, any and all damage other than normal wear and tear to County facilities, buildings or grounds caused by Contractor or employees, agents or subcontractors of Contractor during performance of Services under this Agreement. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.18.2** If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.
- 8.18.3** County reserves the unilateral right to make any repairs which the Director or authorized designee determines, upon sole discretion, to be a public safety issue requiring immediate repair. County, at its option, will bill Contractor for the cost of such repairs and/or deduct the cost of such repairs from any outstanding amounts owed by County to Contractor.

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.19.1** 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 this 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 and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.19.2** Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, employees and volunteers from employer sanctions and any other liability which may be assessed against Contractor or County, or both, in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.20 COUNTERPARTS; ELECTRONIC SIGNATURES AND REPRESENTATIONS

This Agreement and any Amendments or modifications thereto may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

County and Contractor hereby agree to regard appropriate facsimile or digital representations of original signatures of authorized officers of each party on the Agreement related documents, received via an electronic communicative (facsimile, email or electronic signature), as legally sufficient evidence that legally binding signatures have been affixed to such documents.

8.21 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 and its agents, officers, employees and volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees, for which County may be found jointly or solely liable, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.22 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of Services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of Services provided hereunder. Furthermore, if Contractor carries out any of the Services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over

a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.23 PERFORMANCE DURING EMERGENCIES/FORCE MAJEURE EVENTS

Contractor recognizes that healthcare facilities maintained by County, including the Service Sites, provide care essential to the residents of the communities they serve and that these Service Sites may be of particular importance at the time of a fire, flood, epidemic, quarantine restriction, riot, insurrection, civil unrest, natural disaster/occurrence, strike, lockout, freight embargo or other similar event (hereinafter in this Paragraph each such event is referred to as an "emergency" or "force majeure event").

Notwithstanding any other provision of this Agreement, full performance by Contractor during any emergency is not excused if such performance remains physically possible, unless otherwise directed by County. Failure by Contractor to comply with this requirement shall be considered a material breach by Contractor, for which County may immediately terminate this Agreement.

In the event Contractor's failure to perform arises as a result of an emergency, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delays caused by such emergency/force majeure event.

8.24 GOVERNING LAW, JURISDICTION AND VENUE

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

8.25 PROTECTION OF MEDICAL INFORMATION

8.25.1 Health Insurance Portability and Accountability Act Compliance

Contractor acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and its implementing regulations. Contractor further acknowledges and agrees that, as a provider of Services under this Agreement, it has obligations with respect to the confidentiality, privacy and security of patient' medical information (also, "PHI" under HIPAA) and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

Contractor, therefore, agrees that (a) it and any staff providing Services under this Agreement shall preserve the confidentiality of PHI and shall comply with all other obligations and provisions relating to HIPAA that may be specified herein, including Exhibit A (Additional Provisions) to the Agreement, and (b) it shall indemnify and hold harmless County

(including its officers, employees, agents and volunteers) for any damages to County that may be attributable to failure to preserve the confidentiality of PHI or to comply with the applicable obligations under HIPAA, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.25.2 Confidentiality of Medical Information Act

Contractor acknowledges that County is subject to the Confidentiality of Medical Information Act (hereinafter "CMIA"), which protects the confidentiality of individually identifiable medical information obtained by health care providers. As a contractor of County, Contractor, therefore, agrees to comply with the CMIA and shall not disclose any stored or accessible medical information regarding a patient, enrollee or subscriber.

8.25.3 Remedies

Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.25 shall constitute a material breach of this Agreement, upon which County may suspend or terminate the Agreement for default, at its sole discretion, and/or take such other actions as deemed necessary or appropriate by County or required by law. Contractor also acknowledges and agrees that due to the unique nature of the sensitive information addressed in this Paragraph 25 there can be no adequate remedy at law for any breach of Contractor's obligations hereunder, and, therefore, upon any such breach or any threat thereof, County shall be entitled to appropriate equitable remedies and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies County might have at law or equity.

8.26 INDEPENDENT CONTRACTOR STATUS

8.26.1 This 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.

8.26.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this 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. Consistent with the foregoing, County shall have no liability, and Contractor shall be solely and fully liable and responsible, to any of Contractor's employees, subcontractors or other persons providing work under this Agreement on behalf of Contractor, if any such person is unable to work or is required to stop working

(permanently or temporarily) as a result of the person's exposure to an infectious disease or other hazard while performing work pursuant to the Agreement, even if such person complied with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including those relating to the work site. Nothing in this Paragraph is intended in any way to alter or release Contractor from obligation to obtain and maintain the requisite workers' compensation coverage pursuant to Paragraph 8.29.3 (Workers' Compensation and Employers' Liability) below.

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

8.26.4 Contractor shall adhere to the provisions of Paragraph 7.5 (Confidentiality).

8.27 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers (hereinafter "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 Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

Any legal defense pursuant to Contractor's indemnification obligations under the Agreement 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 reasonable 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.

8.28 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance, during the term of the Agreement, coverage satisfying the requirements specified in this Paragraph 8.28 and Paragraph 8.29 (Insurance Coverage) below. These minimum insurance coverage terms, types and limits (hereinafter "Required Insurance") also are in addition to and separate from any other contractual obligations imposed

upon Contractor pursuant to this Agreement, including those that may be specified in Exhibit A (Additional Provisions) to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

8.28.1 Evidence of Coverage and Notice to County

- a) Certificate(s) of insurance coverage (hereinafter "Certificate") satisfactory to County and a copy of an Additional Insured endorsement confirming County and its Agents (as defined below) has been given Insured status under Contractor's General Liability policy shall be delivered to County at the email address specified below and provided prior to commencing services under this Agreement.
- b) Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- c) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of Contractor identified as the contracting party in this 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.
- d) 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.
- e) Certificates and copies of any required endorsements shall be emailed to the County of Los Angeles, Department of Health Services, Contracts and Grants Division, as the Certificate Holder at:

cgcontractorinsurance@dhs.lacounty.gov
- f) 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 subcontractors which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.28.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (hereinafter 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's and its Agents' additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable 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 providing it satisfies the Required Insurance provisions herein.

8.28.3 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) days in advance of cancellation for non-payment of premium and thirty (30) 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 this Agreement, in the sole discretion of County, upon which County may suspend or terminate this Agreement.

8.28.4 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 this Agreement, upon which County immediately may withhold payments due to Contractor and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the Required Insurance and, without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.28.5 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.

8.28.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies with respect to any claims related to this 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.

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

8.28.8 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 that 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 written approval of any subcontractor request for modification of the Required Insurance.

8.28.9 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.

8.28.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the Effective Date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of no less than three (3) years following the Agreement's expiration, termination or cancellation.

8.28.11 Application of Excess Liability Coverage

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

8.28.12 Separation of Insureds

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

8.28.13 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.

8.28.14 County Review and Approval of Insurance Requirements

County reserves the right to review and adjust the Required Insurance provisions based on County's determination of changes in risk exposures.

8.29 INSURANCE COVERAGE

Contractor shall obtain and maintain for the term of the Agreement the insurance programs and coverages as specified in this Paragraph below.

8.29.1 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:	\$2 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

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

8.29.3 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 County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's

operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.30 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees and agents that perform Services under this Agreement obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations and certificates required by law, which are applicable to their performance of Services hereunder. All such licenses, permits, registrations, accreditations and certifications relating to Services hereunder shall be made available by Contractor to County upon request, unless stated otherwise in the Statement of Work or instructed by County.

8.31 LIQUIDATED DAMAGES

8.31.1 If, in the judgment of the Director, or authorized designee, Contractor is deemed to be non-compliant with the terms or obligations assumed hereby, the Director, or authorized designee, upon sole discretion, in addition to and/or in lieu of other remedies provided herein, may withhold or deduct from the payments due to Contractor by County or otherwise withhold certain amount(s) for deficiently performed Services, including delays, as specified in this Paragraph below. A description of the deficiencies and the amount(s) to be deducted from payments due to Contractor or otherwise withheld will be provided to Contractor by the Director, or authorized designee, in a written notice describing the reasons for such action.

8.31.2 If the Director, or authorized designee, determines that there are deficiencies in the performance of this Agreement, which in the judgment of the Director, or authorized designee, are deemed correctable by Contractor within a reasonably short period of time, the Director, or authorized designee, will provide a written notice to Contractor to correct the deficiencies within a specified time frame. Should Contractor fail to correct deficiencies within such time frame, the Director may:

a) To the extent applicable, deduct applicable pro rata portions of the amounts payable to Contractor; and/or

b) Deduct Liquidated Damages

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct the deficiencies within the specified time frame. The parties, therefore, hereby agree that, under the current circumstances, a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and Contractor shall be liable to County for liquidated damages in such amount. Any liquidated damages assessed by County

under the Agreement shall be deducted or otherwise withheld from County's payments due to Contractor; and/or

- c) Upon five (5) days' prior notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and deduct from County's payments due to Contractor or otherwise withhold the total costs incurred by County for completion of the work by an alternate source, whether by County or a County engaged third party, as determined by County.

8.31.3 Assessment by County of liquidated damages as described in this Paragraph above shall not be construed as a penalty, but as adjustment of payment(s) to Contractor for County's recovery of the costs due to the failure of Contractor to complete or comply with the provisions of this Agreement.

8.31.4 This Paragraph shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as otherwise specified in the Agreement and shall not, in any manner, restrict or limit County's right to terminate this Agreement.

8.32 MOST FAVORED PUBLIC ENTITY

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

8.33 NON-EXCLUSIVITY

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

8.34 NOTICE OF DELAYS

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

8.35 NOTICE OF DISPUTES

Contractor shall bring to the attention of County's Project Manager, or authorized designee, any dispute between County and Contractor regarding the performance of Services. If such individual is not able to resolve the dispute on behalf of County, the dispute shall be escalated for resolution to County's Project Director, or authorized designee.

8.36 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME 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 No. 1015.

8.37 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where and how to safely surrender a baby. Posters and other campaign materials are available on the Internet at babysafela.org.

8.38 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be mailed by first-class registered or certified mail, postage prepaid, or emailed to the applicable contacts identified in Exhibit E (County's Administration) and Exhibit F (Contractor's Administration). Contact information may be changed by either party by provision of a ten (10) days' prior written notice thereof to the other party.

8.39 PROHIBITION AGAINST INDUCEMENT AND PERSUASION

Notwithstanding any other provision of this Agreement, Contractor and County agree that, during the term of this 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.

8.40 PUBLIC RECORDS ACT

8.40.1 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 provided pursuant to Paragraph 8.42 (Record Retention and Inspection/Audit Settlement) of this Agreement; as well as any documents that may have been submitted in response to a solicitation resulting in this 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 identified in the [California Government Code Section 7921 et seq.](#) (hereinafter "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.

8.40.2 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 any response to a solicitation resulting in this Agreement, which is marked as "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, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.41 PUBLICITY

8.41.1 Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, 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 this Agreement within the following conditions:

- a) Contractor shall develop all publicity material in a professional manner; and
- b) During the term of this Agreement, Contractor shall not, and shall not authorize any others to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Director, or authorized designee. County will not unreasonably withhold its consent.

8.41.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.41 shall apply.

8.42 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.42.1 Contractor shall maintain and, upon County's request, provide accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement, during the term of the Agreement and for a minimum of five (5) years following its expiration or termination (hereinafter in this Paragraph 8.42 "retention period").

8.42.2 Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy and transcribe any pertinent transaction, activity or record relating to this Agreement, including (hereinafter for purposes of this Paragraph 8.42 "records"). All such records, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for the duration of the retention period thereafter, unless County's written permission is given to dispose of any such records prior to such time. All such records shall be maintained by Contractor at a location in Los Angeles County, provided that if any such records are located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem and any other

costs incurred by County to examine, audit, excerpt, copy and/or transcribe such records at such location outside of Los Angeles County.

In the event such records are maintained by Contractor at a location outside of Los Angeles County or if permitted by County, Contractor may satisfy the requirements of this Paragraph 8.42.2 by transmitting the records to County electronically, provided that (i) Contractor shall encrypt all records transmitted on networks outside of Contractor's control with Transport Layer Security (hereinafter "TLS") 1.2 or higher or Internet Protocol Security (hereinafter "IPSec"), at a minimum, cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer, or authorized designee, and (ii) all such records shall be rendered unusable, unreadable and indecipherable to unauthorized individuals. The parties may also agree on an alternate method of providing the requested records to County.

- 8.42.3** In the event that an audit of Contractor is conducted specifically regarding this Agreement by any Federal or State auditor or by any auditor or accountant employed by Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then Contractor shall file a copy of each such audit report, including Service Organization Controls (hereinafter "SOC1") Reports, with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.42.4** Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.42 shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.
- 8.42.5** If, at any time during the term of this Agreement or during the retention period after the expiration or termination of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: (a) prepaid by Contractor to County by cash payment upon demand or (b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor for the work, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for the provision of such work exceed the funds appropriated by County for the work.

8.43 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 on this Agreement.

8.44 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for Contractor's Services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

8.45 SUBCONTRACTING

8.45.1 County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor. Consequently, no performance by Contractor of this Agreement may be subcontracted **without the advance written approval of County**. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Agreement.

8.45.2 If Contractor desires to subcontract, Contractor shall provide to County the following:

- a) A detailed description of the work to be performed by the proposed subcontractor;
- b) A draft copy of the proposed subcontract, unless otherwise instructed by County; and
- c) Other pertinent information and/or certifications requested by County.

8.45.3 Notwithstanding any provision of this Agreement to the contrary, Contractor shall indemnify, defend and hold harmless County, including its officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees, in any way arising from or related to Contractor's use of any subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.45.4 Notwithstanding County's consent to subcontract, in addition to the provisions under the Agreement that specifically apply to subcontractors, Contractor shall ensure that each subcontractor engaged for provision of Services hereunder complies with the following provisions:

- a) Base Agreement – Paragraph 7.4 (Confidentiality)

- b) Base Agreement – Paragraph 8.6 (Compliance with Applicable Laws, Rules and Regulations)
- c) Base Agreement – Paragraph 8.7 (Compliance with Civil Rights Laws – Anti-Discrimination and Affirmative Action Laws)
- d) Base Agreement – Paragraph 9 (Conflict of Interest)
- e) Base Agreement – Paragraph 8.18 (Damage to County Facilities, Buildings and Grounds)
- f) Base Agreement – Paragraph 8.25 (Protection of Medical Information)
- g) Base Agreement – Paragraph 27 (Indemnification)
- h) Base Agreement – Paragraph 28 (General Provisions for all Insurance Requirements)
- i) Base Agreement – Paragraph 29 (Insurance Coverage)
- j) Base Agreement – Paragraph 8.30 (Licenses, Permits, Registrations, Accreditations and Certificates)
- k) Base Agreement – Paragraph 41 (Publicity)
- l) Base Agreement – Paragraph 42 (Record Retention and Inspection/ Audit Settlement)
- m) Base Agreement – Paragraph 56 (Unlawful Solicitation)
- n) Base Agreement – Paragraph 63 (Prohibition from Participation in Future Solicitations)
- o) Exhibit A (Additional Provisions) – Attachment 1 (HIPAA Compliance)
- p) Exhibit D (Acknowledgement and Confidentiality Agreement)

8.45.5 Contractor shall ensure that each proposed subcontractor is appropriately qualified for provision of Services for which subcontractor is being engaged and shall remain fully responsible for all performances required of Contractor under this Agreement, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract. Furthermore, subcontracting of any Services under this Agreement shall not be construed to limit, in any way, Contractor's performance, obligations or responsibilities to County or limit, in any way, any of County's rights or remedies contained in this Agreement.

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

8.45.7 The Director, or designee, is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor

employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for its files.

8.45.8 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 County's consent to subcontract.

8.45.9 Contractor shall obtain certificates of insurance, which establish that either (i) the proposed subcontractor maintains all the programs of insurance required under this Agreement, or (ii) Contractor has procured such insurance coverage for the proposed subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

cgcontractorinsurance@dhs.lacounty.gov.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.15 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure by Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which County may terminate this Agreement pursuant to Paragraph 8.49 (Termination for Default) and/or pursue debarment of Contractor pursuant to [County Code Chapter 2.202](#).

8.47 TERMINATION FOR CONVENIENCE

County may terminate or suspend this Agreement, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination/suspension of work hereunder shall be effected by notice to Contractor specifying the extent to which performance of work is terminated/suspended and the date upon which such termination/suspension will become effective, which will be no less than ten (10) days after the notice is provided. Contractor shall be subject to the requirements of Paragraph 8.54 (Effect of Termination) in the event of County's termination and, to the extent applicable, suspension of this Agreement as provided herein.

8.48 TERMINATION FOR DEFAULT

8.48.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement if, in the judgment of the Director or designee:

- a) Contractor has materially breached this Agreement;
- b) Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service or other work required under this Agreement; or
- c) Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement or of any obligations of this Agreement and, in either case, fails to

demonstrate convincing progress toward a cure within five (5) working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure; or

- d) Contractor or any of its personnel providing Services under the Agreement (i) fail to comply with any directions or instructions by or on behalf of County issued pursuant to the Agreement or (ii) may be engaging in a course of conduct which poses an imminent danger to the life or health of County patients.

8.48.2 In the event that County terminates this Agreement in whole or in part as provided in Paragraph 8.49.1, 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 this Agreement to the extent not terminated under the provisions of this Paragraph.

8.48.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.49.2 if its failure to perform this Agreement arises out of a force majeure event (as defined in Paragraph 23 (Performance During Emergencies/Force Majeure Events)); but in every case, the failure to perform must be beyond the control and without the 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 the fault or negligence of either of them, then 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. As used in this Paragraph 8.49.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.48.4 If, after County has given notice of termination under the provisions of this Paragraph 8.49, it is determined by County that Contractor was not in default under the provisions of this Paragraph 8.49 or that the default was excusable under the provisions of Paragraph 8.49.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.48 (Termination for Convenience).

8.48.5 The rights and remedies of County provided in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.49 TERMINATION FOR IMPROPER CONSIDERATION

8.49.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this 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 this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to this 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.

8.49.2 Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made to the County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

8.50 TERMINATION FOR INSOLVENCY

8.50.1 County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) Insolvency of Contractor

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

b) The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;

c) The appointment of a Receiver or Trustee for Contractor; or

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

8.50.2 The rights and remedies of County provided in this Paragraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.51 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#), retained by Contractor, shall fully comply with County's Lobbyist Ordinance under [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's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may, in its sole discretion, immediately terminate or suspend this Agreement.

8.52 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.53 EFFECT OF TERMINATION

8.53.1 In the event of termination of this Agreement as provided hereunder or upon the expiration of the Agreement, as applicable, and unless otherwise specified by County in writing:

- a) Contractor shall continue the performance of this Agreement to the extent not terminated;
- b) Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to County all Services and/or deliverables completed and those in progress on a media reasonably requested by County, if applicable;
- c) Where such termination is not due to default or breach by Contractor, County will pay to Contractor all sums due for Services properly performed through the effective date of such expiration or termination;
- d) Contractor shall return to County any monies paid in advance by County, yet unearned by Contractor, including any prepaid fees, no later than thirty (30) days after the date of County's termination of this Agreement, whether for convenience or any default or breach hereunder; and
- e) Contractor shall promptly return to County any and all of County's confidential information that relates to the portion of the Agreement terminated by County on a media reasonably requested by County.

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

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

8.53.3 Following expiration or any termination of this Agreement, Contractor shall maintain all material including books, records, documents and any

other evidence bearing on the costs and expenses of Contractor under this Agreement, in accordance with Paragraph 8.42 (Record Retention and Inspection/Audit Settlement).

- 8.53.4** Expiration or termination of this Agreement for any reason will not release either party from any liabilities or obligations set forth in this Agreement, which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) which remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

8.54 INTENTIONALLY OMITTED

8.55 VALIDITY AND ENFORCEABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, unenforceable or illegal, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, and any part of the Agreement held to be invalid or unenforceable shall be revised so as to make it valid and enforceable, consistent with the intent of the parties expressed in that provision. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.

8.56 WAIVER

No waiver by County of any breach of any provision of this 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 this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.58 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.57 WARRANTY AGAINST CONTINGENT FEES

- 8.57.1** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this 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.

- 8.57.2** For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the amounts due to Contractor or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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

- 8.58.1** Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax

obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

- 8.58.2** Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with [Los Angeles Code Chapter 2.206](#).

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

Failure by Contractor to maintain compliance with the requirements set forth in Paragraph 8.16 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure by Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor pursuant to [County Code Chapter 2.206](#).

8.60 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 ([Elections Code Section 14000](#)). No less than ten (10) days before every statewide election, Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of such [Section 14000](#).

8.61 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

- 8.61.1** Contractor acknowledges that County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

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

- 8.61.3** Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

8.62 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

Contractor shall comply and ensure that all of its subcontractors comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#), Employment Discrimination: Conviction History. Contractor's violation of this Paragraph of the Agreement may constitute a material breach of

the Agreement, upon which County may, in its sole discretion, terminate this Agreement.

8.63 COMPLIANCE WITH COUNTY POLICY OF EQUITY

Contractor acknowledges that County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (hereinafter "CPOE") (<https://ceop.lacounty.gov/>). Contractor further acknowledges that County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, on behalf of itself, its employees and subcontractors, acknowledges and certifies receipt and understanding of the CPOE. Failure by Contractor, its employees or its subcontractors to uphold County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

8.64 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATIONS

A bidder, proposer or other respondent to a County solicitation or Contractor, as applicable, or a subsidiary or subcontractor thereof (hereinafter for purposes of this provision "Vendor"), is prohibited from submitting a bid, proposal or other response to a County solicitation if the Vendor has provided advice or consultation for the solicitation. A Vendor is also prohibited from submitting a bid, proposal or other response to a County solicitation if the Vendor has developed or prepared any of the solicitation materials on behalf of County. A violation of this provision shall result in the disqualification of the Vendor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration or other termination of this Agreement.

8.65 INJURY AND ILLNESS PREVENTION PROGRAM

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

8.66 CAMPAIGN CONTRIBUTION PROHIBITION

Pursuant to California [Government Code Section 84308](#), Contractor and its agents and subcontractors are prohibited from making a contribution of more than \$250 to any County officer for twelve (12) months after the date of the final decision in the proceeding involving this Agreement.

By executing this Agreement, Contractor represents and warrants that neither it nor any of its agents or subcontractors shall make a contribution of more than \$250 to any County officer for twelve (12) months following the Effective Date of the Agreement.

Failure to comply with the provisions of California [Government Code Section 84308](#) and of this Paragraph may be a material breach of the Agreement as determined in the sole discretion of County.

8.67 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

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

8.68 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

8.69 INTELLECTUAL PROPERTY INDEMNIFICATION

8.69.1 Contractor shall indemnify, defend and hold harmless County from and against any and all liability, damages, costs, losses, fees and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and/or utilization of Contractor's Services under this Agreement, including any products of or tools or methodologies used in the provision of Services hereunder, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.69.2 In the event any product of or tool or methodology used in the provision of any Services hereunder becomes the subject of any complaint, claim or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined or subjected to a risk of damages, Contractor, at its sole cost and expense, and provided that County's continued use of Contractor's Services is not materially impeded, shall do one or any of the following:

- a)** Procure for County all rights to continued use of the questioned product, tool or methodology; or
- b)** Replace the questioned product, tool or methodology with a non-questioned item; or
- c)** Modify the questioned product, tool or methodology to render it free of claims.

8.70 SURVIVAL

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the

following Paragraphs and Exhibits shall survive any termination or expiration of this Agreement:

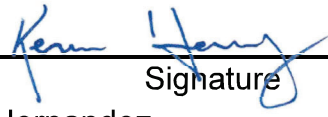
- Base Agreement – Paragraph 5.3 (No Payment for Services Provided Following Expiration/Termination of Agreement)
- Base Agreement – Paragraph 7.4 (Confidentiality)
- Base Agreement – Paragraph 8.7 (Compliance with Applicable Laws, Rules and Regulations)
- Base Agreement – Paragraph 8.24 (Governing Law, Jurisdiction and Venue)
- Base Agreement – Paragraph 8.25 (Protection of Medical Information)
- Base Agreement – Paragraph 8.27 (Indemnification)
- Base Agreement – Paragraph 8.28 (General Provisions for All Insurance Coverage)
- Base Agreement – Paragraph 8.29 (Insurance Coverage)
- Paragraph 8.42 (Record Retention and Inspection/Audit Settlement)
- Paragraph 8.46 (Termination For Breach Of Warranty To Maintain Compliance With County's Child Support Compliance Program)
- Paragraph 8.64 (Prohibition from Participation in Future Solicitations)
- Paragraph 8.70 (Survival)
- Exhibit A (Additional Provisions)
- Exhibit D (Acknowledgement and Confidentiality Agreement)

**AGREEMENT
FOR
SECURITY GUARD SERVICES**

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

CONTRACTOR

Inter-Con Security Systems, Inc.

By 
Signature
Kevin Hernandez

Printed Name
Chief Strategy Officer

Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By 
PATRICE SALSEDA
Principal Deputy County Counsel

**LOS ANGELES COUNTY
DEPARTMENT OF HEALTH SERVICES**



SECURITY GUARD SERVICES

**EXHIBIT A
ADDITIONAL PROVISIONS**

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ATTACHMENTS

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Attachment 5	License and Proprietary Rights (intentionally Omitted)
Attachment 6	Payroll Statement of Compliance

EXHIBIT A

ADDITIONAL PROVISIONS

1. OVERVIEW

This Exhibit A (Additional Provisions) to the Agreement, including any attachments hereto (hereinafter also “Additional Provisions”), sets forth the terms and conditions for provision of Services pursuant to the Agreement. These Additional Provisions are in addition to the terms and conditions of the Base Agreement under the Agreement.

Unless otherwise specified herein, those terms and phrases with the initial letter capitalized that are not expressly defined herein shall have the meanings given to such in the Base Agreement under the Agreement.

2. INFORMATION PRIVACY AND SECURITY

2.1 COUNTY INFORMATION

By executing the Agreement, Contractor (on behalf of itself and any and all employees, agents and subcontractors) (i) acknowledges and agrees that it will not and may not store, maintain or access on or from non-County equipment/devices any County data or information for provision of Services under the Agreement, and (ii) certifies its compliance with the requirements of this Paragraph 2 prior to commencement of Services hereunder and for as long as Contractor or any of its employees, agents or subcontractors is in possession of any County data or information, including patient, personally identifiable and any other sensitive information (hereinafter “County Information”).

2.2 HIPAA OBLIGATIONS

Contractor acknowledges that County is subject the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (hereinafter “HIPAA”) and regulations promulgated thereunder, including the Privacy, Security, Breach Notification and Enforcement Rules at 45 Code of Federal Regulations (hereinafter “C.F.R.”) Parts 160 and 164 (hereinafter, collectively, “HIPAA Rules”). As a provider of Services for County, Contractor agrees to the applicable provisions relating to HIPAA as specified in Attachment 1 (HIPAA Compliance), attached hereto.

2.3 SECURITY AND PRIVACY INCIDENTS

In the event of a security or privacy Incident (as defined below), Contractor shall:

- Promptly notify the DHS Chief Information Security Officer, the DHS Information Security Officer and the DHS Chief Privacy Officer of any suspected, attempted, successful or imminent threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification or destruction (hereinafter “Incident”) of County Information within 24 hours of detection. All notifications shall be submitted via encrypted email and telephone to the following:
 - **DHS Chief Information Security Officer and DHS Chief Privacy Officer** – via DHS Enterprise Help Desk at helpdesk@dhs.lacounty.gov and by phone at (323) 409-8000
 - **DHS Chief Information Security Officer** – Jeff Zito at jzito@dhs.lacounty.gov
 - **DHS Chief Privacy Officer** – Jennifer Papp, RD, CHPC at jpapp@dhs.lacounty.gov

- **Departmental (DHS) Information Security Officer** – Vahe Haratounian at vharatounian@dhs.lacounty.gov

- Include the following information in all notices:
 - The date and time of discovery of the Incident;
 - The approximate date and time of the Incident;
 - A description of the type of County Information involved in the reported Incident;
 - A summary of the relevant facts, including a description of measures taken to respond to and remediate the Incident, and any planned corrective action(s) as they are identified; and
 - The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the Incident.
- Cooperate with County to investigate the Incident and seek to identify the specific County Information involved in the Incident as requested by County, without charge, unless the Incident was caused by the acts or omissions of County. As information about the Incident is collected or otherwise becomes available to Contractor, and unless prohibited by law, Contractor shall provide information regarding the nature and consequences of the Incident that are reasonably requested by County to allow County to notify impacted individuals, government agencies and/or credit bureaus.
- Assist and cooperate with forensic investigators, County, law firms and/or law enforcement agencies at the direction of County to help determine the nature, extent and source of any Incident and reasonably assist and cooperate with County on any additional disclosures that County is required to make as a result of the Incident.

Notwithstanding any other provisions in the Agreement, Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by Contractor's weaknesses, negligence, errors or lack of information security or privacy controls or provisions or otherwise failure to comply with any of the terms or conditions of this Paragraph 2.

2.4 DATA DESTRUCTION

Contractor that has maintained, processed or stored on non-County equipment/devices any County data and/or information, implied or expressed, has the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization, available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within or outside of Los Angeles County. County must receive within ten (10) business days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable and indecipherable.

Contractor must certify that any County data stored on purchased, leased or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers and/or workstations, are destroyed consistent with the current

National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was properly destroyed and is unusable, unreadable, and/or undecipherable.

2.5 EQUITABLE REMEDIES

Failure on the part of Contractor to comply with any of the provisions of this Paragraph 2 shall constitute a material breach of the Agreement, upon which County may suspend or terminate for default the Agreement, at its sole discretion, and/or take such other actions as deemed necessary or appropriate by County or required by law. Contractor also acknowledges and agrees that due to the unique nature of the sensitive information addressed in this Paragraph 2 there can be no adequate remedy at law for any breach of Contractor's obligations hereunder, and, therefore, upon any such breach or any threat thereof, County shall be entitled to appropriate equitable remedies and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies County might have at law or equity.

2.6 PRIVACY AND SECURITY INDEMNIFICATION

Notwithstanding any provision of the Agreement to the contrary, whether expressly or by implication, 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, including its officers, employees, agents and subcontractors, to comply with (i) the provisions of this Paragraph 2 or (ii) any Federal and/or State laws in connection with accessing, collecting, processing, storing, disclosing or otherwise using any County Information.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2 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. 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.

2.7 SURVIVAL

The provisions of this Paragraph 2 shall survive the expiration or termination of the Agreement.

3. INSURANCE REQUIREMENTS

The insurance coverage requirements set forth in Attachment 2 (Additional Insurance Requirements) to this Exhibit A supplement and/or replace those specified in the Base Agreement under the Agreement.

4. CONTRACTOR PERSONNEL

4.1 MEDICAL HEALTH SCREENING

Unless otherwise instructed by County or specified in the Statement of Work, Contractor shall ensure that all of Contractor's staff that may provide Services at any County healthcare facility or site (hereinafter, for purposes of this Paragraph, "healthcare

campus") pursuant to the Agreement, prior to commencement of such Services at a healthcare campus, shall have undergone and successfully passed a current health screening consistent with the DHS policy and the requirements of Attachment 3 (Medical Health Screening), attached hereto (hereinafter "Medical Health Screening"). The cost of Medical Health Screening shall be borne by Contractor.

4.2 INFECTION CONTROL

Unless otherwise instructed by County or specified in the Statement of Work, Contractor shall ensure that any of Contractor's staff entering any of County facilities or coming into contact with the public shall comply with and strictly adhere to the applicable County Infection Control and Employee Health Guidelines, provided or made available by County, to prevent the transmission of infections and to ensure prompt and appropriate treatment of Contractor's staff in the event of exposure. If any member of Contractor's staff is diagnosed with having an infectious disease, of which Contractor is made aware, and such person has had contact with a County patient or a member of the public during the usual incubation period for such infectious disease, then Contractor shall report such occurrence to County's Project Manager, or authorized designee for each site where Services were provided by such staff, within twenty-four (24) hours of becoming aware of the diagnosis. Notwithstanding the foregoing, Contractor shall not allow any member of Contractor's staff to come onto County premises if Contractor is aware that such person is diagnosed with having an infectious disease.

For purposes of the Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases (California Code of Regulations, Title 17).

4.3 BACKGROUND AND SECURITY INVESTIGATIONS

Unless otherwise instructed by County or specified in the Statement of Work, all Contractor personnel providing Services under the Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition to beginning and continuing to provide any such Services. County will use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. County may elect to perform the background check.

County may request that Contractor's staff member be immediately prohibited from providing Services under the Agreement at any time during the term of the Agreement, if such staff member does not pass a background investigation to the satisfaction of County or whose background or conduct is incompatible with any Service Site access requirements. County will not provide to Contractor or to Contractor's staff any information obtained through County conducted background clearance.

County may also immediately, at its sole discretion, deny or terminate any Service Site access to Contractor's staff that do not pass such investigation(s) to the satisfaction of County or whose background or conduct is incompatible with such Service Site's access requirements.

Disqualification, if any, of Contractor's staff pursuant to this Paragraph 4.3 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Agreement.

The provisions of this Paragraph 4.3 shall also apply to subcontractors of Contractor.

4.4 CONTRACTOR'S STAFF IDENTIFICATION

Contractor and any of its staff that may be assigned to or may provide Services at any of County's facilities or other sites, including Services Sites, are required to have a County identification (hereinafter "ID") badge, which they shall wear or otherwise visibly display at all times while at such sites. Contractor shall bear all cost and expense of the badging. Contractor shall ensure that all staff have obtained a County ID badge before they are assigned to or may commence work at any County facility or other site. Contractor staff may be asked by a County representative to leave a County facility or other site if they do not have the proper County ID badge on their person.

- 4.4.1 Contractor shall notify County within one (1) business day when staff has terminated employment with Contractor or is otherwise terminated from working under this Agreement and shall return such staff's County ID badge to County on the next business day following the termination.
- 4.4.2 If County requests removal of Contractor's staff from working on this Agreement, Contractor shall retrieve and return such staff's County ID badge to County on the next business day following the removal.

5. PROPRIETARY CONSIDERATIONS

5.1 LICENSE

Contractor hereby grants to County, its authorized users and patients a license to use the Services, including any software, equipment, designs, plans, technologies and/or any other intellectual property that may be utilized for provision of Services and/or accessed by County or its patients, together with related documentation and other specifications (hereinafter "License"), as further specified in Attachment 5 (License and Proprietary Rights) attached hereto.

5.2 OWNERSHIP

All data provided by County, including its users and patients, is and shall remain the property of County and is subject to the data destruction and/or return requirements set forth in Attachment 4 (Information Security and Privacy Requirements) attached hereto or Paragraph 2 (Information Privacy and Security) above, as applicable.

Further, Contractor agrees that County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities and tools (hereinafter "materials") which are originated or created specifically for County through Contractor's work pursuant to the Agreement. Contractor, therefore, for valuable consideration herein provided, hereby assigns and transfers to County all of Contractor's right, title and interest in and to all such materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor. Upon request of County, Contractor shall execute all documents and perform all other necessary acts to assign and transfer to and vest in County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights, which arise pursuant to Contractor's work under the Agreement.

6. INTENTIONALLY OMITTED

7. COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

7.1 LIVING WAGE PROGRAM

This Agreement is subject to the provisions of County's ordinance entitled "Living Wage Program" as codified in [Sections 2.201.010 through 2.201.100 of the Los Angeles County Code](#).

7.2 PAYMENT OF LIVING WAGE RATES

- 7.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Program ([Section 2.201.020 of the County Code](#)) or that Contractor qualifies for an exception to the Living Wage Program ([Section 2.201.090 of the County Code](#)), Contractor must pay its employees for the employees' services provided to County no less than (i) the applicable hourly living wage rate published by County (hereinafter "Living Wage Rate") or (ii) to the extent applicable, the applicable minimum wage rate for health care employees covered under SB 525 (hereinafter "SB 525 Wage Rate") as set forth in Paragraph 9 (Minimum Wage for Health Care Employees), whichever is greater, including, without limitation, "Travel Time" as defined below (hereinafter, for purposes of this Paragraph 7 "Minimum Wage Rate").
- 7.2.2 For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under the Agreement. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor will be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of Contractor under the laws of California, and who is providing full-time or part-time services to Contractor, which are provided to County under the Agreement. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- 7.2.3 If Contractor is required to pay a living wage when the Agreement commences, Contractor must continue to pay a living wage for the entire term of the Agreement, including any option period(s).
- 7.2.4 If Contractor is not required to pay a living wage when the Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor must immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for the exception to the Living Wage Program. In either event, Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Agreement, including any option period. County may also require, at any time during the term of the Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor will immediately be required to pay the living wage for the remaining term of the Agreement, including any option period.
- 7.2.5 For purposes of Contractor's obligation to pay its employees the applicable hourly living wage rate under this Agreement, "Travel Time" will have the following two meanings, as

applicable: (1) with respect to travel by an employee that is undertaken in connection with this Agreement, Travel Time will mean any period during which an employee physically travels to or from a County facility if Contractor pays the employee any amount for that time or if California law requires Contractor to pay the employee any amount for that time; and (2) with respect to travel by an employee between County facilities that are subject to two different agreements between Contractor and County (of which both agreements are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if Contractor pays the employee any amount for that time or if California law requires Contractor to pay the employee any amount for that time.

7.3 CONTRACTOR'S SUBMITTAL OF CERTIFIED MONITORING REPORTS

Contractor must submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports must list all of Contractor's employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports must be submitted on the form(s) under Attachment 6 (Payroll Statement of Compliance) hereto or other County approved form(s) containing the information specified above. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor must promptly provide such information. Contractor, through one of its officers, must certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

7.4 CONTRACTOR'S ONGOING OBLIGATION TO REPORT LABOR LAW-PAYROLL VIOLATIONS AND CLAIMS

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

7.5 COUNTY AUDITING OF CONTRACTOR RECORDS

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

7.6 NOTIFICATIONS TO EMPLOYEES

Contractor must place County-provided living wage posters at each of Contractor's places of business and locations where Contractor's employees are working. Contractor must also distribute County-provided notices to each of its employees at least once per year.

Contractor must translate posters and handouts into Spanish and any other language spoken by a significant number of Contractor's employees.

7.7 ENFORCEMENT AND REMEDIES

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

7.7.1 REMEDIES FOR SUBMISSION OF LATE OR INCOMPLETE CERTIFIED MONITORING REPORTS

If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of the Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

1. Withholding of Payment

If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

2. Liquidated Damages

It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to ascertain; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be ascertained at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until County has been provided with a properly prepared, complete and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

3. Termination

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

7.7.2 REMEDIES FOR PAYMENT OF LESS THAN REQUIRED LIVING WAGE

If Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

1. Withholding Payment

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

2. Liquidated Damages

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

3. Termination

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

7.7.3 DEBARMENT

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

7.8 **USE OF FULL-TIME EMPLOYEES**

With the exception of Contingency Guards, Contractor shall assign and use full-time employees of Contractor to provide services under the Agreement, unless Contractor can demonstrate to the satisfaction of County that it is necessary to use staff that are not full-time employees based on staffing efficiency or County requirements for the work to be performed under the Agreement. Contractor agrees not to, under any circumstance, assign or use for provision of services under the Agreement any staff that are not full-time employees of Contractor, unless and until County has provided written authorization for use of such staff. Contractor submitted with its proposal a full-time employee staffing plan. If Contractor changes its full-time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

7.9 **CONTRACTOR RETALIATION PROHIBITED**

Contractor and/or its employees must not take any adverse action which would result in the loss of any benefit of employment, any contract benefit or any statutory benefit for any employee, person or entity who has reported Contractor's violation of the Living Wage

Program to County or to any other public or private agency, entity or person. Any violation of the provisions of this Paragraph may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

7.10 CONTRACTOR STANDARDS

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

7.11 EMPLOYEE RETENTION RIGHTS

7.11.1 Contractor must offer employment to all retention employees who are qualified for such jobs. For purposes of this Paragraph, a "retention employee" is an individual:

- a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
- b. Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the effective date of this Agreement, which predecessor contract was terminated by the County prior to its expiration; and
- c. Who is or will be terminated from their employment as a result of the County entering into this Agreement.

7.11.2 Contractor will not be required to hire a retention employee who:

- a. Has been convicted of a crime related to the job or his or her performance; or
- b. Fails to meet any other County requirement for employees of contractors.

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

7.12 NEUTRALITY IN LABOR RELATIONS

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

8. EQUITABLE ACCESS TO HEALTHCARE FOR CONTRACTED EMPLOYEES

On April 4, 2023, the Board passed the Equitable Access to Healthcare for Contracted Employees Motion (hereinafter "Motion") directing DHS, in collaboration with other County departments, to:

1. Develop and implement a policy mandating that all new Proposition A contracts for security, environmental, including janitorial, and food services for County hospitals managed by DHS, including those provided under the Agreement, require 100% employer-paid healthcare premiums for employees, who work 30 hours or more per week, at the minimum actuarial value of the Affordable Care Act (hereinafter "ACA")

individual gold plan coverage (hereinafter "Gold Plan"), with the implementation deadline of December 31, 2023; and

2. Require Labor Peace Agreements for all such Proposition A contracts.

8.1 EMPLOYER PAID HEALTHCARE PREMIUMS

Contractor hereby agrees to comply with the Motion during the term of the Agreement and to provide 100% employer-paid healthcare premiums for Contractor's employees, who work 30 hours or more per week and elect to accept the healthcare benefits offered by Contractor, at the minimum actuarial value of the ACA Gold Plan at no cost to the employees.

8.2 LABOR PEACE AGREEMENTS

- 8.2.1 Contractor shall implement and shall ensure that each subcontractor implement, prior to providing any Services under the Agreement, a Labor Peace Agreement, which shall be maintained for the term of the Agreement. As used herein, a "Labor Peace Agreement" is a written agreement between Contractor or any of its subcontractors and a labor organization representing their employees that contains a provision prohibiting the labor organization and its members from engaging in any picketing, work stoppage, boycott or any other economic interference with the Services provided for County under the Agreement.
- 8.2.2 Contractor, therefore, represents and warrants that (i) it and each of its subcontractors that may provide Services under the Agreement shall execute prior to provision of Services and maintain during the term of the Agreement a Labor Peace Agreement with any labor organization representing or seeking to represent the employees of Contractor or any such subcontractor; (ii) it shall have submitted to County a copy of evidence of each such executed Labor Peace Agreement; and (iii) such Labor Peace Agreements shall prohibit during the term of the Agreement labor organizations and their members from engaging in picketing, work stoppages, boycotts or any other economic interference with the business of County, including County facilities and other Service Sites serviced under the Agreement.
- 8.2.3 Contractor acknowledges and agrees (i) that failure by Contractor or any of its subcontractors to enter into and maintain during the term of the Agreement a Labor Peace Agreement shall be deemed a material breach of the Agreement, entitling County to terminate the Agreement for default; and (ii) that it would be impracticable and extremely difficult to ascertain the actual damages resulting from such breach, also entitling the County to liquidated damages in accordance with the provisions of the Agreement in addition to any other rights and remedies otherwise available at law or in equity.
- 8.2.4 Notwithstanding any breach of a Labor Peace Agreement by a labor organization representing or seeking to represent the employees of Contractor or any subcontractor that may provide Services under the Agreement or by any of such labor organization's members, Contractor shall remain fully responsible for meeting the requirements of the Agreement, including supplying sufficient personnel for provision of Services thereunder.
- 8.2.5 The requirements of this provision apply to the extent the employees of Contractor and/or any of its subcontractors are represented by a labor organization as of the Effective Date or during the term of the Agreement.

9. MINIMUM WAGE FOR HEALTH CARE EMPLOYEES

The Services provided under this Agreement may be subject to the requirements of the California Senate Bill (hereinafter "SB") 525, as codified under California Labor Code Section 1182.14 et seq. and elsewhere under California law. To the extent SB 525 is applicable to Contractor and the Services provided hereunder, Contractor agrees to comply with the requirements of SB 525, as such may be amended, and, during the term of the Agreement, pay its employees, at a minimum, the applicable minimum SB 525 Wage Rate (defined above), including for provision of Services under the Agreement. If Contractor is also subject to the living wage requirements specified under Paragraph 7 (Compliance with County's Living Wage Program), if any, then the Minimum Wage Rate under such Paragraph 7 (Compliance with County's Living Wage Program) shall be the greater of the applicable Living Wage Rate (defined above) and the SB 525 Wage Rate, if applicable.

10. COMPLIANCE WITH COUNTY'S ADVANCING HIGH ROAD JOBS INITIATIVE

The County has established a "Advancing High Road Jobs" Initiative (link: [Advancing High Road Jobs by Harnessing the County's Procurement Power as a Market Participant Motion](#)) to create opportunities for full-time employment not just within the County but in the private sector. This Initiative is focused on hiring qualified employees, and providing high road jobs, from the County's High-Road Training Partnership ("H RTP") programs and other pre/apprenticeship and job training programs, including County pipeline programs like Preparing Los Angeles for County Employment ("PLACE") and the Delete the Divide Internship, that are part of a network of America's Job Centers of California ("AJCCs"), overseen by County's Department of Economic Opportunity ("DEO"), working together to help Los Angeles County residents succeed in the job market. They achieve this by providing education, training, career counseling, and support services funded through the Workforce Innovation and Opportunity Act ("WIOA"). WIOA focuses on assisting adults, dislocated workers, and youth in finding employment. The County's AJCCs play a key role by funding training programs and state certifications, equipping participants with the skills and qualifications needed to secure jobs. The County's AJCC information can be found at: [Los Angeles County Business Development Services, Business Resources](#).

- 10.1 In support of this initiative, throughout the Initial Term of the Agreement, County has established a 20% hiring goal to such qualified employees in County's AJCCs. Contractor must consider hiring such qualified employees for open opportunities as they become available.
- 10.2 To obtain the list of qualified security employees that are certified and trained by County in the AJCCs, Contractor will be provided direct access to the AJCC referral portal where County will refer qualified security employees to Contractor.
- 10.3 Within thirty (30) calendar days after the Effective Date of the Agreement, Contractor must provide to County its comprehensive annual hiring plan that outlines its commitment to achieve the 20% hiring goal throughout the Initial Term of the Agreement to such qualified employees in County's AJCCs.
- 10.4 Contractor must submit a semi-annual hiring report. The report must include, at a minimum, a description of the position(s) that was fulfilled, number of programs

participants hired, and program name. The semi-annual report must be submitted electronically to the designated County personnel.

ATTACHMENT 1
HIPAA COMPLIANCE

ATTACHMENT 1.3

INADVERTENT ACCESS

Contractor expressly acknowledges and agrees that the provision of Services under the Agreement does not require or permit access by Contractor or any of its officers, employees or agents to any patient medical records/patient information, including PHI as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Accordingly, Contractor shall instruct its officers, employees and agents that they are not to pursue or gain access to patient medical records/patient information, including PHI, for any reason whatsoever.

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

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

ATTACHMENT 2
ADDITIONAL INSURANCE REQUIREMENTS

ATTACHMENT 2.1

ADDITIONAL INSURANCE REQUIREMENTS

In addition to, and subject to, the requirements and any other provisions of the Agreement relating to insurance and/or in lieu of the insurance programs and coverages specified in the Base Agreement under the Agreement, Contractor shall provide and maintain for the term of the Agreement and thereafter, to the extent required herein, the insurance coverage(s) specified below. As used herein, the term "County and its Agents" shall mean and refer to the County of Los Angeles and its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers. Contractor acknowledges and agrees that the coverages required hereunder shall not in any way limit the liability of Contractor.

1. SEXUAL MISCONDUCT LIABILITY COVERAGE

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

ATTACHMENT 3

MEDICAL HEALTH SCREENING

All Contractor personnel that may provide services pursuant to the Agreement shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment before commencing any services under the Agreement. Contractor shall use the DHS forms and medical health screening methodology provided or requested by County.

The medical health screening shall be performed by a physician or other licensed healthcare professional ("PLHCP") authorized to perform such screening, with all costs and expenses of such to be borne by Contractor. County, at its sole option, may also elect to have some of the assessments and screening services of Contractor personnel to be provided by DHS Employee Health Services ("EHS"). Upon such election by County, Contractor personnel shall be required to present a written authorization from County prior to obtaining any screening services from DHS EHS. DHS, at its option, will charge Contractor for the costs of any such services provided by DHS EHS or deduct the costs from the amounts owed by County to Contractor for services provided by Contractor under the Agreement, regardless of whether Contractor personnel pass or fail the screening.

Each member of Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using County's "Health Clearance E2" forms. The forms must be signed by a healthcare provider attesting that all information is true and accurate, OR, in the alternative, such member of Contractor personnel may supply all required source documents to DHS EHS for verification.

Contractor must provide DHS EHS with the source documents for each member of Contractor personnel for review within four (4) hours of a request. Failure to provide the appropriate source documentation of health screenings/clearance will result in immediate release of such member of Contractor personnel from assignment without reinstatement until the person is compliant. Contractor shall maintain all source documents pertaining to all Contractor personnel's pre-employment and annual health evaluation, Tuberculosis, Respiratory Fit Testing and other required immunizations including COVID-19 vaccinations.

DHS facility staff are required to ensure that each member of Contractor personnel (i) receives the appropriate documents; (ii) has submitted them to the applicable DHS facility EHS; and (iii) has obtained health clearance prior to beginning the work assignment under the Agreement.

No person shall be allowed to work at any time inside any DHS healthcare providing facility without appropriate documentation of health screening. Lack of evidence of immunity to certain diseases will restrict assignment locations within the DHS facilities.

All Contractor personnel who have potential exposure to respiratory hazards and/or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style and size as the respirator that will be used at the applicable DHS facility. If so instructed by County or the applicable DHS facility, this will be an annual mandatory requirement.

Per County policy, Contractor personnel are required to comply with annual health screening. Unless specified otherwise in the Agreement, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "E2 Annual Health Clearance". Contractor personnel will be provided with the necessary

documentation for completion and submission to their PLHCP. The PLHCP will be required to complete the documents and submit them to Contractor, as appropriate, with the completed forms.

Contractor personnel will be given a 30-day reminder to comply with annual health screening requirements. A member of Contractor personnel who does not comply with annual or other health screening requirements may, at County's option, be given a letter indicating that such person has five (5) days to comply or be released from assignment. A copy of the "letter" will be provided to the supervisor/sponsor of such member of Contractor personnel for action. In any event, failure to provide documentation of health screening/clearance will result in immediate release from assignment without reinstatement until compliant.

Contractor personnel potentially exposed to occupational hazards will be provided emergency services within the allowable time frames, with the cost of such emergency services to be borne by Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing services for County will be reported on the OSHA Log 300/301, as required by Federal and State regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical care will be provided by the DHS EHS or the applicable facility's Emergency Room, with the cost of such medical care to be borne by Contractor, as appropriate. Contractor personnel may seek initial care for such injury or exposure from the facility EHS or DHS EHS within the allowable treatment time frames, with the cost of such care to be borne by Contractor, as appropriate. Subsequent follow-up treatments will be conducted through the appropriate agency's worker compensation medical provider, or individual's physician.

ATTACHMENT 4
INFORMATION SECURITY AND PRIVACY REQUIREMENTS
(INTENTIONALLY OMITTED)

ATTACHMENT 5
LICENSE AND PROPRIETARY RIGHTS
(INTENTIONALLY OMITTED)

ATTACHMENT 6
PAYROLL STATEMENT OF COMPLIANCE

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

Do hereby state:

That (i) I pay or supervise the payment of the persons employed by (Contractor/Subcontractor) on the _____ (Agreement); (ii) during the payroll period commencing on the _____ (day) of _____ (Month and Year) and ending the 04-29-~~1~~(day) of Kevin ~~1~~(Month and Year), all persons employed on such Agreement have been paid the full weekly wages earned; (iii) no rebates have been or will be made, either directly or indirectly, to or on behalf of (Contractor/Subcontractor) from the full weekly wages earned by any person; (iv) no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and as may be described below:

_____;

(v) any payrolls otherwise under the Agreement required to be submitted for the above period are correct and complete; and (vi) the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the Agreement.

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

Print Name and Title

Owner or Company Representative Signature:

Date:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT CONTRACTOR OR SUBCONTRACTOR TO CIVIL AND/OR CRIMINAL PROSECUTION. IN ADDITION, CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

EXHIBIT B
STATEMENT OF WORK
FOR
SECURITY GUARD
SERVICES

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ATTACHMENTS

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STATEMENT OF WORK FOR SECURITY GUARD SERVICES

The provisions herein below, including any Attachments hereto, set forth the scope of and requirements for Guard Security Services (also "Services") to be provided by Contractor pursuant to the Agreement with the County of Los Angeles ("County") that may be awarded as a result of Request for Proposals No. HS-1158 ("RFP") issued by County's Department of Health Services ("DHS" or "Department"). This base document included in Exhibit B (Statement of Work) to the RFP or Exhibit B (Statement of Work) to the Agreement, as applicable, together with any Attachments hereto, shall be referred to as a "Statement of Work" or "SOW".

1.0 BACKGROUND AND OVERVIEW

Currently, DHS is responsible for providing Security Guard Services for its administrative offices, hospitals, health centers and clinics. Contractor shall be required to provide Services for any or all of the Service Sites identified in Attachment 1 (Service Sites) to this SOW in accordance with the requirements of the Agreement, including the Statement of Work, in exchange for payment of the applicable Service Fees set forth in the Pricing Schedule.

2.0 DEFINITIONS

Unless defined herein, the terms and phrases used throughout the Statement of Work shall have the particular meanings given to such in the Base Agreement under the Agreement. The terms and phrases used throughout the Statement of Work, with the initial letter capitalized where applicable, shall have the particular meanings specified below in this Paragraph 2.0.

- 2.1 **"Additional Services"** – shall have meaning specified in Paragraph 6.1 (Additional Services) of this SOW.
- 2.2 **"Area"; "Service Area"** – shall mean the area designated for the Service Site(s) for which Services shall be provided under the Agreement.
- 2.3 **"Business Hours"** – shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Time ("PT").
- 2.4 **"Contingency Guards"** – shall mean a 15% pool of available Guards not currently assigned to an existing Service Site, but onboarded by DHS and ready to be deployed to any Service Site in accordance with the provisions hereof, including Paragraph 5.2.2 (Contingency Guards).
- 2.5 **"Contract Discrepancy Report"; "CDR"** – shall mean a County issued report based on the form set forth in Attachment 2 (Contractor Discrepancy Report) to this SOW that will be used by County's Project Manager to record discrepancies and/or other problems with Contractor's compliance with the provisions of the Agreement, including the Statement of Work. A copy of the CDR will be provided to Contractor for response and corrective action as necessary.

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- 2.6 **“COOP”** – shall have meaning specified in Paragraph 5.5.1 (Contractor's Continuity of Operations Plan) of this SOW.
- 2.7 **“Coverage Plan”** – shall mean a document created by County that indicates the placement of Posts throughout the Service Sites(s). The coverage requirements for each Service Area are specified in the applicable Attachment (4.1 – 4.4) under Attachment 4 (Minimum Staff Coverage) to this SOW.
- 2.8 **“Daily Activity Report”; “DAR”** – shall mean a log based on Contractor's form used by Guards and Supervising Guards to record events throughout the day at their assigned Post.
- 2.9 **“Electronic Post Confirmation System”; “System”; “EPCS”** – shall mean an automated check-in system to be provided by Contractor in accordance with Paragraph 3.2.8 (Electronic Post Confirmation System).
- 2.10 **“Guard”** – shall refer to the job classification for Guard I, Guard II or Guard III.
- 2.11 **“Hourly Rate”** – shall have meaning specified in Paragraph 3.2.3.D (Reimbursement) of this SOW.
- 2.12 **“Matrix Report”** – shall mean a report based on Contractor's form with information relating to Contractor's staff's is compliance with personnel requirements in the Agreement, as further described in this SOW including Paragraph 5.4.4 (Matrix Report).
- 2.13 **“Monthly Inspection Report”; “MIR”** – shall mean a monthly report to be provided by Contractor documenting services provided, problems identified and corrective actions taken by Contractor, as further specified in Paragraph 5.4.1 (Monthly Inspection Report) of this SOW.
- 2.14 **“Open Post”** – shall refer to an assigned Post with no coverage, tracked in one-hour increments.
- 2.15 **“Performance Requirements Summary”; “PRS”** – shall mean a document that may be used by County for identifying critical performance indicators related to the Agreement, including the Statement of Work, which will be evaluated by County to determine whether Contractor meets the applicable performance standards.
- 2.16 **“Post”** – shall mean any physical location at a Service Site where Guards may be assigned to provide coverage.
- 2.17 **“Post Order(s)”** – shall mean County orders outlining duties, responsibilities and expectations of Guards and Supervising Guards at the Posts, including general Post Orders and Service Site specific Post Orders, as further described in Paragraph 5.1.2 (Post Orders) of this SOW.
- 2.18 **“Required Services”** – shall mean any Services that are required to be provided under the Agreement, including this Statement of Work.
- 2.19 **“Security Incident Report”; “SIR”** – a County form that must be completed by Contractor to report any significant security incidents, as further described in Paragraph 5.4.3 (Security Incident Reports) of this SOW.

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- 2.20 **“Security Manager”** – shall refer to the job classification for Security Manager.
- 2.21 **“Security Staff”** – shall mean and refer to any of the Guards, Supervising Guards and/or Security Managers providing Services under the Agreement.
- 2.22 **“Service Site(s)”** – any County owned, managed or authorized facility or other site identified in Attachment 1 (Service Sites) to this SOW.
- 2.23 **“Services”; “Security Services”** – shall mean any tasks, deliverables, goods, services and/or other work that may be provided by Contractor to County pursuant to the Agreement and this Statement of Work, including Security Guard Services.
- 2.24 **“Shift”** – predetermined number of hours identified by Contractor for provision of coverage for a Post.
- 2.25 **“Supervising Guard”** – shall refer to the job classification for Supervising Guard.
- 2.26 **“Vehicle Mileage Report”** – shall mean a Contractor provided report listing all vehicles used for provision of Services under this Agreement, which must include, at a minimum: vehicle description (make, model, year); license plate numbers; vehicle identification numbers; and mileage of each vehicle.

3.0 REQUIRED SERVICES

3.1 SERVICE SITES

The Service Sites approved for the provision of Services under the Agreement are identified in Attachment 1 (Service Sites) to this SOW. The list of Service Sites may be modified by an amendment or other appropriate modification to the Agreement in accordance with the provisions of the Agreement.

3.2 SCOPE OF SERVICES

Scope of Contractor's Services under the Agreement shall include the provision of Security Services by trained, professional, courteous, uniformed and equipped Guards to ensure each Service Site is safe, secured and monitored, as further described in this Paragraph 3.2 below.

3.2.1 GUARD POST COVERAGE

Contractor shall assign Guards at the Service Site(s) specified in Attachment 1 (Service Sites) to this SOW to meet County's needs, as specified below:

- A. Contractor shall determine the shifts needed to deploy Guards to ensure continuous Post coverage in accordance with the applicable Attachment (4.1 – 4.4) under Attachment 4 (Minimum Staff Coverage) to this SOW. Any Open Post without County's written authorization is considered a violation of the Agreement.
 - 1. Contractor shall develop a deployment roster for Post coverage in accordance with the applicable Attachment (4.1 – 4.4) under Attachment 4 (Minimum Staff Coverage) to this SOW, which shall specify the shifts and shall be made available to County upon request.

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2. The deployment roster shall be updated on an ongoing basis to reflect the most recent staffing plan.
- B. Any exceptions, modifications or changes to Post coverage must have prior written approval of County.
- C. In the event County increases Post coverage requirements, Contractor shall work with County to develop a plan for any additional Guard(s) needed for the expanded coverage, together with the shift(s). Changes to Post coverage shall be memorialized by a modification to the Agreement in accordance with Paragraph 6.2 (Changes to Scope).

3.2.2 POST ORDERS

Contractor shall ensure that all Guards, Supervising Guards and Security Managers receive a copy of and are knowledgeable with the general and Service Site specific Post Orders as specified in Paragraph 5.1.2 (Post Orders) of this SOW.

3.2.3 EMERGENCY SERVICES

A. Staff Availability

Contractor staff shall be available to provide Services during any emergency situation, which may include fire, flood, earthquake, civil disturbance, pandemic, epidemic and any other natural or manmade disasters ("Emergency Services").

B. Authorization

If County determines that an emergency situation has triggered the need for Contractor to provide Emergency Services, County will issue an authorization for reimbursing Contractor beyond the scheduled Post coverage for provision of Emergency Services. Any oral authorizations by County will be followed by written confirmation.

C. Coverage

Contractor shall provide coverage for Emergency Services outside of scheduled Post coverage as follows:

- Immediately and no later than one (1) hour from the time of the request; or
- On the date(s) and time as requested by County.

D. Reimbursement

Contractor shall be reimbursed one-and-a-half times the applicable hourly Service Fees ("Hourly Rate") set forth in Exhibit C (Pricing Schedule) to the Agreement for Emergency Services provided within 12 hours of County's request, for the first shift only. Any Emergency Services required thereafter shall be provided utilizing the Contingency Guards in the form of

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Additional Services in accordance with Paragraph 6.1 (Additional Services).

E. Compliance with Labor Laws

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act regarding payment of overtime to its employees, consistent with Paragraph 8.21 (Fair Labor Standards) of the Base Agreement under the Agreement. As specified in Attachment 3 (Performance Requirements Summary) to this SOW, County may impose an assessment against Contractor for failure by Contractor to observe this requirement. County may report Contractor's non-compliance with the California Labor Code to the California Labor Commission.

3.2.4 MATERIALS AND EQUIPMENT

Contractor shall ensure that all Guards, Supervising Guards and Security Managers are equipped with the necessary materials and equipment listed below to perform the Services for each Service Site(s). Unless otherwise specified in writing by the Service Site, Contractor shall be responsible for providing for each of its personnel performing Services hereunder, at a minimum, the following items:

- A. One (1) Sam/Sally Browne belt;
- B. One (1) Handcuff case;
- C. One (1) set Handcuffs plus key;
- D. Four (4) keepers;
- E. One (1) Key Snap;
- F. One (1) heavy-duty 3-cell flashlight approved by County, or approved alternate, with batteries;
- G. One (1) radio holder/pouch;
- H. One (1) Side Handle Baton with Baton Ring or Collapsible Side Handle Baton with Baton Ring. Handler, 12", or the ASP (24" or 26") expandable straight stick;
- I. Appropriate Personal Protective Equipment ("PPE"), including a face masks, goggles, latex gloves and a pouch;
- J. Notebook and pen to document daily activities.

3.2.5 UNIFORMS

Contractor shall provide tailored fit uniforms for each Guard, Supervising Guard and Security Manager working at the Service Site(s). Uniforms must always be clean, neatly pressed and consist of the items listed below. Any exceptions must be approved in writing by County's Project Manager or the Service Site designee, if any.

- A. Trousers – Navy or black;
- B. Shirts – White or blue with the company name/logo;

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- C. Belts – Solid black color, basket weave pattern;
- D. Socks – Solid black or navy blue color;
- E. Shoes – Solid black color, leather material, military style (low laced, plain toed oxfords, with smooth finish);
- F. Shoulder patches, as required by California Business and Professions Code 7582.26(f), on both arms of uniform shirt, polo (if requested by County) and jacket;
- G. Jackets, with appropriate shoulder patches, as appropriate to weather conditions – Navy or black color (as necessary);
- H. Rain gear (as necessary);
- I. Special attire to be provided by Contractor, as requested by County):
 - Black or white polo shirt
 - Tie – Solid black color
 - Tie bar – Gold in color
 - Other appropriate attire reasonably requested by County

3.2.6 VEHICLES AND OTHER TRANSPORTATION

A. Vehicles

Contractor shall, at no cost to County, provide vehicles for Security Managers to conduct patrols, inspections and random visits and to fulfill relief and managing responsibilities at the multiple Service Site(s). As requested by County, Guards may also be assigned to patrol and may need a vehicle for patrolling the Service Site's campus. Contractor's vehicles shall:

1. Be kept clean with no major visible damage;
2. Be clearly identified with Contractor's name and logo;
3. Be less than ten (10) years old;
4. Be in a safe operating condition;
5. Contain copies of vehicle's registration and insurance;
6. Have yellow light bar affixed to roof;
7. Be equipped with or otherwise contain the following items:
 - a. First aid kit
 - b. 5 lb. ABC type fire extinguisher
 - c. Hand-held or vehicle spotlight
 - d. Traffic cones
 - e. Flares
 - f. Yellow scene management (banner guard type) tape

- g. High visibility/reflective vests
 - h. Appropriate PPEs (latex gloves, masks, face shields, goggles, etc.)
 - i. Log containing Guard name and initials, patrol times and mileage (beginning and end of each trip).
8. Be identified and maintained on a list of all vehicles used to provide services under this Agreement, that must include: vehicle description (make, model and year); license plate numbers; vehicle identification numbers; and mileage when vehicle is first to put to use for provision of services hereunder.

B. Other Transportation

- 1. Contractor shall, at no cost to County, also provide transportation other than vehicles, including but not limited to, bicycles and scooters (e.g., Segway) to patrol and conduct inspection rounds throughout each assigned Service Site's campus. All Guards shall wear a yellow or highly reflective vest and helmet while using such other form of transportation. Contractor shall ensure that all other transportation is:
 - a. Kept clean with no major visible damage;
 - b. Less than five (5) years old;
 - c. In a safe operating condition;
 - d. Equipped with reflectors;
 - e. Labeled with an identification number.
- 2. For all other transportation utilized for provision of Services under the Agreement, Contractor shall maintain a current list that includes a description (type and year) and shall assign an identification number.
- 3. Contractor shall ensure that all Guards are trained in the operation of all other transportation being utilized, prior to their first patrol assignment.

3.2.7 RADIOS

Contractor shall provide all Guards and Security Managers with hand-held radios and desktop radios. Contractor shall ensure that:

- A. Radio system is operational and able to operate efficiently and effectively at assigned Service Site(s) without interruption. Each Service Site may have separate radio system requirements, depending on design of the Service Site. Contractor shall be responsible for any and all necessary updates and repairs to the radio system if the system is not efficiently and effectively operational.
- B. Radios adhere to all applicable Federal Communications Commission ("FCC") regulations for all radio communications.

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- C. At least one (1) hand-held radio is fully operational and charged for each of Contractor's staff and, upon County's request, Service Site personnel designated by County.
- D. A desktop radio is available as requested by each Service Site.

3.2.8 ELECTRONIC POST CONFORMATION SYSTEM

Contractor shall provide an automated clock-in/clock-out System, which identifies and verifies covered Posts, Open Posts and patrol times and alerts Contractor's dispatcher when a Guard or Supervising Guard has not reported for duty. Data from the System will be used to create Contractor's invoices for Services.

Unless otherwise directed by County, Contractor shall submit to County for approval the communication plan (i.e., notification to County of any Open Posts and deployment of Guards) before any Services may commence under the Agreement. The EPCS shall have the ability, at a minimum, to:

- A. Upon County's request, generate a report that identifies Contractor's staff clock-in/clock-out times, hours worked and patrol times.
- B. Generate monthly electronic timesheets and invoices.
- C. Alert Contractor's dispatcher when there is an Open Post.

3.3 CONTRACTOR'S OBLIGATIONS AND REQUIREMENTS

Contractor shall, at a minimum, meet the obligations and requirements set forth in this Paragraph 3.3 below.

3.3.1 MINIMUM STAFF COVERAGE

Contractor shall ensure that each Service Site is appropriately staffed with Guards, Supervising Guards and Security Managers in accordance with the applicable Attachment (4.1 – 4.4) under Attachment 4 (Minimum Staff Coverage) to this SOW for the Service Area.

3.3.2 PERFORMANCE STANDARDS

- A. Contractor shall ensure that all Security Staff providing Services at each Service Site meet the standards specified in Paragraph 3.4 (Performance Standards and Requirements) of this SOW.
- B. Security Staff shall always present a courteous and business-like demeanor.
- C. Security Staff shall provide protection from bodily harm for employees, visitors, patients and other members of the public.
- D. Security Staff shall safeguard County property against fire, theft, vandalism and illegal entry.
- E. During the coverage of a Post, if a condition exists wherein there is imminent danger of injury to the public or damage to County property, the Guard shall control the situation and intervene, as

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appropriate, to prevent injurious acts to persons or property. As soon as it is safe to do so, Contractor's staff shall notify the Supervising Guard and County of the incident.

3.3.3 MINIMUM REQUIREMENTS

Contractor shall ensure that all Security Staff providing Services at each Service Site meet the minimum requirements for performance of Services at specified in this SOW, including those set forth below.

- A. Contractor shall ensure that Security Staff maintain all required permits and meet all applicable training requirements.
- B. Contractor shall conduct inspections, provide new uniforms when needed and take other appropriate measures to ensure that Security Staff maintain a professional appearance.
- C. Contractor shall ensure that Security Staff are trained in the use of equipment (e.g., weapon scanning equipment) needed for performance of Services at each Service Site.
- D. Contractor shall ensure that Security Staff are knowledgeable with all policies and procedures (i.e., Post Orders, Contractor internal policies, DHS guidelines and any specific Service Site protocols).

3.4 PERFORMANCE STANDARDS AND REQUIREMENTS

3.4.1 LICENSES, CERTIFICATIONS AND QUALIFICATIONS

Contractor shall have obtained and maintain during the term of the Agreement all current licenses, permits, registrations, certifications and accreditations applicable to the performance of this Agreement and the Services provided hereunder. Copies and/or proof of such licenses, permits, registrations, certifications and accreditations relating to the Services shall be made available to County prior to the Effective Date of this Agreement and upon request. Also, all of Contractor's personnel providing Services under the Agreement shall have the requisite experience and qualifications as well as the necessary licensing, certifications, credentialing and training for proper performance of Services hereunder in accordance with Contractor's own requirements and the applicable industry standards and regulations.

3.4.2 ONBOARDING

Contractor must meet any onboarding criteria and qualifications as required by the Service Sites for which Services may be provided by Contractor under the Agreement. County may immediately cease engaging Contractor for provision of Services hereunder if, in County's sole discretion, Contractor does not meet a Service Site's onboarding criteria or qualifications. County shall have no liability to Contractor for any Services provided without County's verification of the applicable onboarding criteria and qualifications and

authorization for provision of Services or without the appropriate certifications.

Service Site may also require Contractor to participate in an orientation. If required by a Service Site, Contractor shall complete the Facility Policy and Procedures Manual, DHS Risk Management Information Manual and New Employee/Contractor Checklist within thirty (30) days of hire and/or assignment for provision of Services hereunder. Contractor must acknowledge receipt of all documentation and orientation by signing and dating the New Employee/Contractor Checklist.

3.4.3 POLICIES AND PROCEDURES

A. Procedural Manual

Contractor shall develop and provide to County's Project Manager, at least ten (10) business days prior to commencing any work under the Agreement, Contractor's procedural manual for provision of Services under the Agreement, including Post coverage. This procedural manual will be updated by Contractor throughout the term of the Agreement to reflect changes to County's needs or operations.

B. Complaint Investigation Procedures

Contractor shall develop, maintain and provide to County's Project Manager, at least ten (10) Business Days prior to commencing any work under the Agreement, Complaint Investigation Procedures, which shall include procedures for receiving, investigating and responding to complaints by Guards, members of the public and County personnel, as further specified in Paragraph 8.6 (Complaints) of the Base Agreement under the Agreement.

C. Illness and Injury Prevention Program

Contractor shall provide to County's Project Manager, prior to commencing any work under the Agreement and annually thereafter, a copy of Contractor's CAL/OSHA-compliant Illness and Injury Prevention Program ("IIPP"). IIPP shall be regularly updated to reflect current risks and hazards and changes in regulatory requirements.

D. Compliance with Policies and Procedures

All Services provided hereunder shall be in compliance with, and all Contractor personnel providing the Services shall comply with, all policies, procedures, protocols, rules and directives applicable to each assigned Service Site.

3.4.4 CONTINUING EDUCATION

Throughout the term of the Agreement, Contractor shall be in conformance with all applicable continuing education requirements, including California Bureau of Security and Investigative Services.

4.0 PERSONNEL

4.1 COUNTY PERSONNEL

County will designate personnel for administering Contractor's performance under the Agreement, including the Statement of Work, as specified in Paragraph 6.0 (Administration of Agreement – County) of the Base Agreement under the Agreement. County personnel will provide direction to Contractor in areas relating to County policy information and procedural requirements.

4.2 CONTRACTOR PERSONNEL

As specified in Paragraph 7.0 (Administration of Agreement – Contractor) of the Base Agreement under the Agreement, Contractor shall designate Contractor's Project Director to lead and coordinate Contractor's provision of Services described hereunder and act as a central point of contact with County personnel. Contractor's personnel shall meet the qualifications and other specifications as set forth below in this Paragraph.

4.2.1 CONTRACTOR'S PROJECT DIRECTOR

- A. Contractor's Project Director shall have full authority to act on behalf of Contractor regarding all matters relating to the daily operations of the Agreement.
- B. Contractor's Project Director must have at least three (3) years of experience within the last five (5) years providing security project management services in a healthcare setting, including management and coordination of multiple locations.
- C. Contractor shall ensure that Contractor's Project Director, or qualified designee, is available and reachable by County regarding this Agreement, at a minimum via telephone, at all times during Business Hours.
- E. Contractor's Project Director shall institute and maintain appropriate supervision of all personnel providing Services on behalf of Contractor pursuant to the Agreement, including employees and subcontractors.

4.2.2 CONTRACTOR'S PROJECT MANAGER

- A. Contractor's Program Manager shall manage and provide oversight of the administrative functions, such as monthly invoices, administrative files and timesheets.
- B. Contractor's Project Manager shall be responsible for determining daily work duties, staffing levels, scheduling and staffing hours needed to properly provide Services under the Agreement.
- C. Contractor's Program Manager must have at least two (2) years of experience within the last three (3) years working for a security

STATEMENT OF WORK

contractor and providing administrative duties such as timekeeping, personnel and payroll support.

4.2.3 SECURITY GUARD CLASSIFICATIONS

Contractor shall provide the following security Guard classifications for provision of Services (including Post coverage) in accordance with each applicable Attachment (7.1 – 7.5) under Attachment 7 (Staff Specifications) to this SOW:

A. Security Manager

Contractor shall provide Security Manager, as specified in Attachment 7.1 (Staff Specifications – Security Manager) of this SOW.

B. Supervising Guard

Contractor shall provide Supervising Guard, as specified in Attachment 7.2 (Staff Specifications – Supervising Guard) to this SOW.

C. Guard III

Contractor shall provide Guard III, as specified in Attachment 7.3 (Staff Specifications – Guard III) to this SOW.

D. Guard II

Contractor shall provide Security Guard II, as specified in Attachment 7.4 (Staff Specifications – Guard II) to this SOW.

E. Guard I

Contractor shall provide Security Guard I, as specified in Attachment 7.5 (Staff Specifications – Guard I) to this SOW.

4.2.4 PERSONNEL REQUIREMENTS

Contractor shall ensure that personnel providing Services pursuant to the Agreement meet, at a minimum, the requirements as specified below:

- A. Contractor shall provide sufficient personnel to fulfill the requirements of the Agreement and the Statement of Work.
- B. Contractor personnel must effectively communicate in English, both orally and in writing.
- C. Contractor shall notify County in writing of any change to Contractor's personnel and, if feasible, seek County's approval prior to the change in accordance with Paragraph 7.3 (Approval of Contractor Staff) of the Base Agreement under the Agreement regarding County's right to approve or disapprove Contractor's personnel.
- C. Contractor personnel shall be required to attend any scheduled meetings with County staff, as requested or required by County.

4.3 TRAINING

Contractor shall be responsible for ensuring that Security Staff providing Services under the Agreement complete all training requirements set forth in Attachment 3 (Training Outline) to this SOW, including Guard-specific and DHS mandatory training requirements for non-County workforce.

4.4 LITIGATION APPEARANCES AND COUNTY INVESTIGATIONS

4.4.1 Contractor's staff may be required to make litigation related appearances, including as a witness regarding job-related incidents.

4.4.2 Contractor's staff may be asked to cooperate during an investigation for job-related incidents by County personnel.

4.4.3 County will reimburse Contractor the cost of travel, lodging and per diem expenses actually incurred by Contractor's staff for any litigation related appearances and meetings, including investigation interviews, approved by County's Project Manager, at the rates not to exceed those approved for reimbursement to County employees.

4.5 APPLICANT FILE

Contractor shall submit to County for review and approval the applicant's pre-employment file for each member of Security Staff that may provide Services under the Agreement before scheduling background investigation in accordance with Paragraph 4.3 (Background and Security Investigations) of Exhibit A (Additional Provisions) to the Agreement. Contractor shall maintain a pre-employment file for each applicant referred to County for background investigation, which shall contain, at a minimum, the following:

4.5.1 EMPLOYMENT APPLICATION

The employment application, including a list of the candidate's jobs held and any periods of unemployment for the previous ten (10) years, including all security services experience.

4.5.2 MILITARY SERVICE DOCUMENTATION

If prospective applicant served in the military, documentation of all military experience (regular or reserve), including a copy of Selective Service Card DD Form 214 (Certificate or Release or Discharge from Active Duty).

4.6 ADMINISTRATIVE FILE

Contractor shall maintain throughout the term of the Agreement an administrative file for each member of Security Staff that may provide Services under the Agreement, which shall contain the pre-employment file and copies of the following:

4.6.1 Driving Record, including a current printout of the Department of Motor Vehicle ("DMV") record for any Security Staff assigned to drive, which shall be updated annually.

4.6.2 Current and up-to-date Guard Registration Card, issued by the California Department of Consumer Affairs ("DCA"), Bureau of Security and Investigative Services ("BSIS").

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- 4.6.3 Current and up-to-date adult, child and infant CPR card, issued by American Red Cross, American Heart Association, or equivalent provider (8 hours), and Automated External Defibrillator ("AED") certification.
- 4.6.4 Current and up-to-date First Aid Certification, issued by American Red Cross, American Heart Association, or equivalent provider (8 hours).
- 4.6.5 Current and up-to-date baton permit issued by BSIS .
- 4.6.6 Valid and up-to-date California Class "C" Driver's License or California ID Card.
- 4.6.7 Health screening documentation specified in Paragraph 4.9 (Health Screening) of this SOW.
- 4.6.8 A file containing completed trainings and certificates as specified in Attachment 5 (Training Outline) to this SOW.

4.7 BACKGROUND AND INVESTIGATIONS

Contractor shall ensure that all personnel providing Services hereunder have undergone and passed, to the satisfaction of County, background checks in accordance with Paragraph 4.3 (Background and Security Investigations) of Exhibit A (Additional Provisions) to the Agreement. County's background investigation shall include, at a minimum, review of State, local and Federal level criminal conviction information obtained through fingerprints submitted to the California Department of Justice.

4.8 IDENTIFICATION BADGES

Contractor shall ensure personnel providing Services hereunder are appropriately identified in accordance with Paragraph 4.4 (Contractor's Staff Identification) of Exhibit A (Additional Provisions) to the Agreement.

4.9 HEALTH SCREENING

Contractor shall ensure personnel providing Services hereunder obtain health screenings in accordance with Paragraph 4.1 (Medical Health Screening) of Exhibit A (Additional Provisions) to the Agreement.

5.0 ROLES AND RESPONSIBILITIES

5.1 COUNTY'S RESPONSIBILITIES

Service Sites will be tasked with the roles and responsibilities as provided in this Paragraph 5.1 below.

5.1.1 FURNISHED ITEMS

- A. County may provide Contractor's staff with non-exclusive office or other space with furniture and/or equipment at a Service Site.
- B. County may provide furniture and equipment, which will be reasonably maintained or replaced due to normal wear and tear. Pictures of office space and furnishings shall be taken upon Contractor taking possession.

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- C. County will provide an inventory list of all furniture and equipment, which shall be signed by Contractor upon acceptance.
- D. County may inspect, request return of and otherwise have a right to enter and search such property at a Service Site.
- E. Upon termination or expiration of the Agreement, all County furniture and equipment shall be returned to County in good operating condition, less reasonable wear and tear. If County determines that any furniture or equipment is beyond reasonable wear and tear condition, Contractor shall be required to replace the furniture and/or equipment within 30 days from County's notice requesting such replacement.
- F. Contractor's Security Staff shall sign-in and sign-out for all County-furnished equipment, such as keys, when reporting for duty and at the end of the work shift. Replacement for any loss, disappearance, destruction, misuse or theft of any kind whatsoever of County property shall be the responsibility of Contractor. In addition, any costs associated with any such loss, disappearance, destruction, misuse or theft (i.e., re-keying Service Site, broken windows, loss or stolen equipment) shall be the responsibility of Contractor.
- G. Contractor's Project Manager shall report any improperly working or defective County-furnished equipment to the Service Site designee of County's Project Manager through a written memorandum within twenty-four (24) hours of Contractor's knowledge of the problem or defect.

5.1.2 POST ORDERS

County will provide to Contractor general Post Orders and Service Site specific Post Orders. General Post Orders will apply to all Service Site(s), while Service Site specific Post Orders will be unique to the requirements of a Service Site or Post. Contractor shall ensure that all members of its Security Staff are knowledgeable with and adhere to all general Post Orders and the applicable Service Site specific Post Orders.

5.2 **CONTRACTOR'S RESPONSIBILITIES**

5.2.1 STAFFING COVERAGE

A. Log of Questions, Inquiries and Complaints

Contractor shall maintain a written log of all questions, inquiries and complaints, the date and time each was received and a description of the action taken in response or reason for the non-action, together with its date and time. The log shall be made available to County for inspection at the request of County staff.

B. Holidays

Contractor shall be required to provide Services on County-recognized holidays at Service Site(s) operating on twenty-four

(24) hour/seven (7) days a week basis or upon request by County. Contractor's all-inclusive billable rate shall cover the cost of any holiday pay. A listing of County-recognized holidays may be found at the following link:
<https://lacounty.gov/government/about-la-county/about/>.

5.2.2 CONTINGENCY GUARDS

Contractor shall maintain a minimum of fifteen (15) percent (15%) contingency pool of Guards ("Contingency Guard(s)") for deployment to any Open Post. Contingency Guards shall be County background-cleared, trained and certified and shall meet the applicable requirements of a Guard. Contingency Guards shall be made available for deployment to a Service Site as needed, throughout the term of the Agreement. Contractor shall provide to County on a quarterly basis or as otherwise instructed by County a list of Contingency Guards qualified and available for provision of Services under the Agreement.

5.2.3 PLANNED AND UNPLANNED ABSENCES

Contractor shall utilize Contingency Guards throughout the term of the Agreement for planned and unplanned absences. Procedures for absences shall be as follows:

- Contractor shall notify the applicable Service Site designee of County's Project Manager of any planned absence as soon as possible and at least one (1) hour prior to any such unplanned absence.
- In the event Guard must leave during the shift, replacement Guard shall deploy within one (1) hour to complete the remaining shift.
- Contractor shall assign a Guard or Supervising Guard for planned and unplanned absences to ensure continuous Post coverage.
- For any reported unplanned absence, Contractor shall deploy a Guard or Supervising Guard to the Service Site within one (1) hour.
- If a Supervising Guard is deployed for an unplanned absence of a Guard, the Supervising Guard shall remain at the Post until a replacement Guard arrives.

B. Additional Coverage

Generally, coverage for any part of or any facility or site ("Additional Site(s)"), other than the Service Site(s) specified herein, is provided by the incumbent contractor assigned to the area for such facility/site. However, County may request that Contractor also provide coverage for any Additional Site(s), based on Contractor's capacity, capability and performance, as well as business needs of County. Upon agreement of the parties, coverage for any such Additional Sites shall be provided in the form of Additional Services in accordance with Paragraph 6.1 (Additional Services) at the Hourly Rates not to exceed those

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specified in Exhibit C (Pricing Schedule) to the Agreement for Required Services.

Furthermore, in the event that Contractor is not able to provide Additional Services for any part of or any Service Site in its assigned Area ("Additional Location(s)") as requested by County, County reserves the right to engage another contractor for provision of security guards for such Additional Location(s).

5.3 CONTRACTOR'S OFFICE

Contractor shall maintain an office with a telephone in Contractor's name where Contractor conducts business. The office shall be staffed during Business Hours by at least one (1) employee who can respond to questions and any inquiries or complaints which may be received about Contractor's performance under the Agreement. Outside of Business Hours, Contractor shall provide for telephone or remote after-hours service for receiving calls. Unless otherwise agreed to by the parties or specified under this SOW, Contractor shall respond to calls received by the after-hours service within thirty (30) minutes of the call.

5.4 REPORTING

Contractor shall submit to County the following reports:

5.4.1 MONTHLY INSPECTION REPORT

- A. A Monthly Inspection Report ("MIR") of Contractor's scheduled and unscheduled inspections shall be submitted by the tenth (10th) business day of each month for each Service Site for which Services were provided, for the preceding month of Services, which shall include:
 - 1. Full details on all Services provided.
 - 2. Any corrective action(s) taken.
 - 3. A clear description of the problems.
 - 4. The time elapsed between identification and completed corrective action(s).
- C. Contractor shall maintain all MIR records and reports for five (5) years following termination or expiration of the Agreement.

5.4.2 DAILY ACTIVITY REPORTS

- A. Guards shall note the time and briefly describe events that have taken place throughout the day, such as theft, fire, unauthorized entry to secured area, property damage, bodily injury, etc. DAR shall be completed at the end of each shift and available for inspection at the beginning of the next shift. Sufficient time shall be allocated for Guards to discuss any issues or concerns prior to the beginning of the next shift.
- B. Supervising Guard shall document site visits with Guards with respect to the following: uniform inspection, training completed, relief given for breaks or meal periods, records reviewed. DAR

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shall also include any communication with the Department personnel encountered, contract monitors contacted and any CDR follow-up completed.

➤ DAR summary shall be made following each Service Site visit.

C. DAR shall be completed at the end of each shift and available for inspection at the beginning of the next shift.

5.4.3 SECURITY INCIDENT REPORTS

Contractor shall provide Security Incident Reports ("SIR") for incidents considered emergencies (e.g., potential property damage or personal injury that requires the need for Fire and Law Enforcement personnel). After the incident is no longer an imminent concern, Contractor shall:

A. Immediately notify the applicable Service Site designee for County's Project Manager in-person or via phone and follow up with an email.

B. Complete and provide to County the SIR by the end of the shift during which the incident occurred, if possible, but no event later than twenty-four (24) hours after the incident.

5.4.4 MATRIX REPORT

Contractor shall submit by the tenth (10th) business day of every month a Matrix Report to track all required certificates, trainings and any revised trainings needed to maintain compliance with the Agreement. The Matrix Report shall include, at a minimum, the following:

A. Service Site(s) name;

B. Security Staff's last and first name;

C. Security Staff's card number;

D. Date of training;

E. Name of training (attach course description);

F. Type of training (computer, class/session (virtual or in-person), handout, demonstration), including a brief description

G. Baton permit expiration date;

H. CPR and First Aid expiration date;

I. Customer service training;

J. Date of most recent performance evaluation.

5.4.5 VEHICLE MILEAGE REPORT

Contractor shall submit by the tenth (10th) business day of every month a summary log of vehicle mileage that includes name and initials of Security Staff, starting and ending mileage listing of Service Site(s) visited that during patrols and inspections.

5.5 OPERATIONAL PLANS

Contractor shall develop and maintain during the term of the Agreement the following operational plans, which shall be subject to County's approval. Any updates to the operational plans must have County's approval. All plans and related materials will be maintained on file and available for review by County upon request.

5.5.1 CONTRACTOR'S CONTINUITY OF OPERATIONS PLAN

- A. If required by County, Contractor, in collaboration with County, shall develop and provide to County within sixty (60) days from the Effective Date of the Agreement a Continuity of Operations Plan ("COOP") for each Service Site in compliance with County's Chief Executive Office ("CEO"), Office of Emergency Management ("OEM") guidelines. Contractor's COOP will be used for assisting County with restoration of Service Site operations in the event of an emergency or a disaster. The COOP shall address, at a minimum, the following:
 1. Coordination of Service Site emergency response drills in cooperation with County personnel and emergency responders.
 - Contractor shall document and report to the Service Site designee of County's Project Manager the results of any emergency response drills conducted at the Service Site.
 2. A tabletop (scenario) COOP exercise, for each Service Site, to be conducted at a minimum once a year.
 - The purpose of the scenario exercise is to ensure that information in COOP is complete and accurate and that Contractor's Security Staff know their responsibilities during an emergency or disaster and adhere to the Service Site's emergency response plan.
 - The results of scenario exercises shall be reported to the Service Site designee of County's Project Manager and shall include, at a minimum, the following: an overview of the exercise conducted, name and position of participant(s), nature of any deficiencies, a corrective action plan and the timeframe to correct deficiencies.
- B. The COOP shall be updated on an ongoing basis to reflect any changes in information as well as Service Site's current operations and emergency response plan, with updated COOP provided to the Service Site designee of County's Project Manager.
- C. Failure to adhere to the COOP in the event of an emergency or disaster may result in assessment by County of liquidated damages as specified in the Agreement, including Attachment 4 (Performance Requirements Summary) to this SOW.

5.5.2 RECRUITMENT PLAN

Contractor shall develop and provide to County at least ten (10) business days prior to commencing Services under the Agreement Contractor's plan ("Recruitment Plan") for recruiting Security Staff and maintaining a steady 15% pool of Contingency Guards. Contractor shall update the Recruitment Plan during the term of the Agreement and provide the updated Recruitment Plan to the Service Site designee of County's Project Manager.

6.0 ADDITIONAL SERVICES AND CHANGES TO SCOPE

6.1 ADDITIONAL SERVICES

County may request provision of Services other than those described or specified in Paragraph 3.0 (Required Services) above or elsewhere in the Agreement, including professional services ("Additional Services"). Additional Services may be provided on a time and materials basis or fixed price basis, as authorized by County. Additional Services shall require approval from the applicable Service Site designee of County's Project Manager of the requesting Service Site prior to commencement.

Upon County's request for provision of Additional Services on a fixed price basis, Contractor shall prepare and submit a written description of the work to be performed, together with a cost estimate for completion of the requested Additional Services, inclusive of all labor, materials, travel and any per diem costs at the applicable rates that may be set forth in the Pricing Schedule. Upon County's request for provision of Additional Services on a time and materials basis, Contractor shall provide a best estimate of the number of hours needed to complete the requested Additional Services. In any case, any acquisition of Additional Services shall be memorialized by an appropriate modification to the Agreement.

6.2 CHANGES TO SCOPE

The Director of DHS, or authorized designee, may add and/or delete Service Sites or otherwise require changes to the scope of the Agreement. Any such changes shall be made by a modification to the Agreement as authorized by Paragraph 8.1 (Amendments and Modifications) of the Base Agreement under the Agreement.

7.0 CONTRACTOR'S QUALITY CONTROL

Contractor shall establish and maintain the plans and procedures described below, including a comprehensive Quality Control Plan ("QCP"), to ensure provision by Contractor of consistently high level of Services throughout the term of the Agreement. Contractor shall submit for review and approval to County's Project Manager its QCP within 30 days of the Effective Date of the Agreement. Contractor shall resolve within 10 business days any concerns raised by County regarding the QCP, make any required adjustments and resubmit a revised QCP to County.

7.1 QUALITY CONTROL PLAN

The Quality Control Plan ("QCP") shall include, at a minimum, the following:

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- 7.1.1 Description of Contractor's standards to improve quality, efficiency and effectiveness of Services provided hereunder, including:
- Identification of opportunities for improvement;
 - Clear expectations and metrics about the action required to improve performance;
 - Contractor's support and resources available to make the improvements;
 - Follow-up plans to measure Contractor's progress with improving and sustaining performance; and
 - Description of possible consequences if performance improvement standards are not met.
- 7.1.2 Description of Contractor's plan to maintain compliance with all applicable laws, standards and regulations, including County policies, procedures and/or departmental bulletins approved by the Director of DHS, or designee, relating to the performance standards and outcome measures.
- 7.1.3 Description of Contractor's methods of monitoring to ensure:
- All Agreement requirements are being met; and
 - All of Contractor personnel who provide Services hereunder maintain current immunizations and licenses and meet the training and other requirements under the Agreement.

7.2 QUALITY RECORDS

Contractor shall perform periodic quality audits to ensure Services, including equipment used for provision of Services, adhere to all applicable regulatory and other performance requirements specified herein. Contractor shall maintain records of all such audits and make them available to County for inspection.

8.0 COUNTY'S QUALITY ASSURANCE

8.1 QUALITY ASSURANCE PLAN

County may evaluate Contractor's performance under the Agreement on an annual basis or more frequently, as determined by County. Evaluation of Contractor's performance may include, among others, County's assessment of Contractor's compliance with the requirements of the Statement of Work and invoicing.

8.2 CONTRACTOR DISCREPANCY REPORT

8.2.1 Verbal or written notification of any Agreement discrepancy will be made to Contractor's Project Director as soon as possible whenever a discrepancy is identified. Contractor shall, without unreasonable delay, resolve the problem within a period of time mutually agreed to by County and Contractor.

8.2.2 County's Project Manager will determine whether a formal CDR shall be issued. Upon receipt of a CDR, Contractor shall, within five (5)

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business days of receipt of the CDR, provide to County's Project Manager a written response, which shall include a corrective action plan and proposed timeframe(s) for improving performance to an acceptable level and preventing re-occurrence of the deficiencies identified in the Contractor Discrepancy Report.

8.3 PERFORMANCE REQUIREMENTS SUMMARY

- 8.3.1 County may identify certain critical and minimum acceptable requirements of Contractor's performance of the Agreement in a Performance Requirements Summary, as set forth in Attachment 3 (Performance Requirements Summary) to this SOW ("PRS Chart").
- 8.3.2 The provisions listed in the PRS Chart are intended to be consistent with the requirements of the Agreement, including the Statement of Work, and not to create, extend, revise or expand any obligations of Contractor beyond such requirements. In the event of apparent inconsistency between the requirements of the Agreement and the PRS Chart, the meaning apparent in the Agreement shall prevail.
- 8.3.3 Failure by Contractor to comply with the requirements set forth in the PRS Chart at any time during the term of the Agreement shall entitle County, at its sole discretion, in addition to any other remedies available to County under the Agreement, to assess credits, fees or other financial deductions against Contractor as specified in the PRS Chart.

8.4 COUNTY OBSERVATIONS

In addition to departmental contracting staff, other County personnel may, at any time during normal Business Hours, without unreasonably interfering with Contractor's performance, observe Contractor's performance and activities, as well as review documents relevant to the Agreement.

**ATTACHMENT 1
SERVICE SITES
SECURITY GUARD SERVICES
AREA 2**

SERVICE SITE	STREET ADDRESS	CITY	STATE	ZIP	POINT OF CONTACT
Los Angeles General Medical Center	2051 Marengo Street	Los Angeles	CA	90033	Elizabeth C. Escobar / Safety Officer / ecabrejosescobar@dhs.lacounty.gov (323) 409-7481 Sajid Yerunkar / FM Director / syerunkar@dhs.lacounty.gov (323) 409-6451
Department of Medical Examiners	1104 N Mission Rd.	Los Angeles	CA	90033	Silvia Gonzalez sgonzalez@me.lacounty.gov 323-343-0682
DHS HIM & JCHS Departments	1925 Daly St.	Los Angeles	CA	90031	Traci Sims tsims2@dhs.lacounty.gov 323-986-2263 Elena Laurich elaurich@dhs.lacounty.gov 323-986-2240

ATTACHMENT 2

CONTRACTOR DISCREPANCY REPORT

CDR NUMBER	DATE CDR PREPARED
SERVICE SITE / FACILITY	
CONTRACTOR	AGREEMENT / CONTRACT NUMBER
TO CONTRACTOR'S STAFF [NAME AND TITLE]	FROM [COUNTY'S STAFF NAME AND TITLE]

INCIDENT DETAILS

DATE(S) OF INCIDENT	TIME(S) OF INCIDENT	LOCATION(S) OF INCIDENT
DESCRIPTION OF INCIDENT		
CONTRACTUAL REQUIREMENT(S) – INCLUDE AGREEMENT REFERENCE(S)		

CONTRACTOR DUE DATES

[refer to Agreement to confirm number of days allotted]

1) Contractor's Written Acknowledgement of discrepancy response due within two (2) business days from the date of this CDR: _____	
2) Contractor's Correction Plan of all deficiencies identified in this CDR due within five (5) business days from the date of this CDR: _____	
SIGNATURE OF COUNTY'S REPRESENTATIVE	DATE

CONTRACTOR CORRECTIVE ACTION PLAN

IDENTIFY THE ROOT CAUSE OF INCIDENT AND CORRECTIVE ACTION TAKEN		
PLAN FOR PREVENTION OF FUTURE INCIDENTS		
WRITTEN NAME & TITLE OF CONTRACTOR'S REPRESENTATIVE	SIGNATURE OF CONTRACTOR'S REPRESENTATIVE	DATE

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COUNTY EVALUATION OF CONTRACTOR'S RESPONSE				
	YES	NO (IF NO, FURTHER ACTION IS REQUIRED)	Not Applicable (N/A)	ACTION TAKEN / COMMENTS
Contractor acknowledgement of CDR received by Due Date				
Contractor Corrective Action Plan (CAP) received by Due Date				
CAP resolves Discrepancy(ies)				
Plan for Prevention of future incidents is acceptable				
Contractor notified of deficient CAP & possible PRS assessment (Due Date for acceptable CAP is 10 business days)				
Contractor resolved deficient CAP				
If no, Contractor notified of PRS Assessment				
PRS Deductions taken (Invoice No./ Date)				
CONTRACTOR NOTIFIED OF ACTION				
WRITTEN NAME & TITLE OF COUNTY REPRESENTATIVE:		SIGNATURE OF COUNTY REPRESENTATIVE:		
DATE:				
WRITTEN NAME & TITLE OF CONTRACTOR REPRESENTATIVE:		SIGNATURE OF CONTRACTOR REPRESENTATIVE:		
DATE:				

ATTACHMENT 3
PERFORMANCE REQUIREMENTS SUMMARY

SPECIFIC PERFORMANCE REFERENCE	REQUIREMENTS	MONITORING METHOD	DEDUCTIONS/ ASSESSED FEES
BASE AGREEMENT			
Base Agreement: Paragraph 8.42 (Record Retention and Inspection/Audit Settlement)	Contractor shall maintain all required records, as specified in Paragraph 8.42.	Inspection of files	\$100 per incidence of non-compliance
Base Agreement: Paragraph 8.45 (Subcontracting)	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection and Observation	\$100 per incidence of non-compliance.
ADDITIONAL PROVISIONS			
Additional Provisions: Paragraph 10 (Compliance with County's Advance High Road Jobs Initiative)	Contractor shall be in compliance with the County's Advancing High Road Jobs Initiative.	Semi-annual report	\$100 per incidence of non-compliance.
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SOW: Paragraph 3.2.1 (Guard Post Coverage)	Contractor shall assign Guards to ensure continuous Post coverage in accordance with the applicable Attachment (4.1 – 4.4) under Attachment 4 (Minimum Staff Coverage) to the SOW. Any Open Post without County's written authorization is considered a violation of the Agreement.	Inspection and Review	\$200 per hour, per Open Post; Open Post are tracked in one-hour increments.
SOW: Paragraph 3.2.1 (Guard Post Coverage)	Contractor shall develop and maintain up-to-date a deployment roster for Post coverage in accordance with the applicable Attachment (4.1 – 4.4) under Attachment 4 (Minimum Staff Coverage) to the SOW, which shall specify the shifts and shall be made available to County upon request.	Inspection and Review	\$100 per occurrence of failure to provide to County a deployment roster upon request or for providing an outdated deployment roster.
SOW: Paragraph 3.2.3 (Emergency Services)	Contractor shall provide coverage for Emergency Services outside of scheduled Post coverage as follows: ➤ Immediately and no later than one (1) hour from the time of the request; or ➤ On the date(s) and time as requested by County.	Inspection and Review	\$200 per occurrence of failure to provide Post coverage in compliance with Paragraph 3.2.3.

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SPECIFIC PERFORMANCE REFERENCE	REQUIREMENTS	MONITORING METHOD	DEDUCTIONS/ ASSESSED FEES
SOW: Paragraph 3.2.8 (Electronic Post Confirmation System)	Contractor shall provide an automated clock-in/clock System, which identifies and verifies covered Posts, Open Posts and patrol times and alerts Contractor's dispatcher when a Guard or Supervising Guard has not reported for duty.	Observation, Inspection of time sheets and random Site Visits	\$500 per occurrence of any errors or issues relating to Electronic Post Confirmation System.
SOW: Paragraph 3.3 (Contractor's Obligations and Requirements)	Contractor shall ensure that (i) each Service Site is appropriately staffed; (ii) Security Staff meet performance standards; and (iii) Security Staff meet the minimum requirements, as specified in Paragraph 3.3.	Inspection and Observation	\$500 per incidence of non-compliance.
SOW: Paragraph 3.4 (Performance Standards and Requirements)	Contractor shall (i) maintain during the term of the Agreement all current licenses, permits, registrations, certifications and accreditations applicable to performance of Services; and (ii) meet Service Site onboarding criteria, as specified in Paragraph 3.4.	Inspection and Observation	\$100 per incidence of non-compliance.
SOW: Paragraph 4.2 (Contractor Personnel)	Contractor's personnel shall meet the qualifications and other specifications as set forth in Attachments (7.1 – 7.5) under Attachment 7 (Staff Specifications) to the SOW.	Observation, random Inspections; Review of administrative files	\$500 per incidence of non-compliance
SOW: Paragraph 4.3 (Training)	Contractor shall be responsible for ensuring that Security Staff providing Services under the Agreement complete all training requirements set forth in Attachment 5 (Training Requirements) to the SOW.	Observation, random Inspections; Review of administrative files	\$100 per each employee non-compliant with the requirements of Attachment 5 (Training Requirement) to the SOW.
SOW: Paragraph 4.6 (Administrative File)	Contractor shall maintain throughout the term of the Agreement an administrative file for each member of Security Staff that may provide Services under the Agreement, which shall contain the pre-employment file and copies of the documentation, as specified in Paragraph 4.6.	Inspection and Review	\$100 per occurrence for any missing, or incomplete or outdated administrative file documentation specified in Paragraph 4.6

STATEMENT OF WORK

SPECIFIC PERFORMANCE REFERENCE	REQUIREMENTS	MONITORING METHOD	DEDUCTIONS/ ASSESSED FEES
SOW: Paragraph 5.2.2 (Contingency Guards)	Contractor shall maintain a minimum of fifteen (15) percent contingency pool of Guards ("Contingency Guard(s)") for deployment to any Open Post, as specified in Paragraph 5.2.2.	Inspection and Review	15% deduction from each invoice within the applicable Area.
SOW: Paragraph 5.2.3 (Planned and Unplanned Absences)	Contractor shall utilize Contingency Guards throughout the term of the Agreement for planned and unplanned absences, as specified in Paragraph 5.2.3.	Inspection and Review	\$500 per occurrence of violation of Paragraph 5.2.3.
SOW: Paragraph 5.4 (Reporting)	Contractor shall provide to County the Monthly Inspection Report (MIR), Daily Activity Reports (DAR), Security Incident Reports (SIR), Matrix Report, and the Vehicle Milage Report, as specified in the Paragraph 5.4.	Inspection and Review	\$100 per occurrence of failure to provide any of the reports identified in Paragraph 5.4.
SOW: Paragraph 5.5.1 (Contractor's Continuity of Operations Plan)	Failure to adhere to Contractor's COOP approved by County in the event of an emergency or disaster as required under Paragraph 5.5.1.	Inspection and Observation	\$1,000 per incidence of non-compliance.
SOW: Paragraph 7.0 (Contractor's Quality Control)	Contractor shall establish and maintain a QCP as required in Paragraph 7.0.	Inspection and Observation	\$250 and revisited if not provided within 10 business days.
SOW: Paragraph 7.2 (Quality Records)	Contractor shall perform periodic quality audits to ensure Services adhere to all applicable regulatory and other performance requirements specified herein. Contractor shall maintain records of all such audits and make them available to County for inspection.	Inspection and Review	\$200 per occurrence of any missing or incomplete records.

**ATTACHMENT 4.2
MINIMUM STAFF COVERAGE - AREA 2**

AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
2	Los Angeles General Medical Center	Security Operations	Security Manager	1	0800 - 1430	Mon - Fri, Hol
	Los Angeles General Medical Center	On-Site Supervising Guard	Supervising Guard	6	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	On-Site Supervising Guard	Supervising Guard	8	0700-1530	Sun-Sat, Hol (everyday)
	Los Angeles General Medical Center	On-Site Supervising Guard	Supervising Guard	6	1500 - 2330	Sun-Sat, Hol (everyday)
	Los Angeles General Medical Center	On-Site Supervising Guard	Supervising Guard	4	2300 - 0730	Sun-Sat, Hol (everyday)
	Los Angeles General Medical Center	Clinic Tower Rover	Guard I	1	1530 - 0800	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	Clinic Tower Bridge / X-Ray / Rover	Guard I	1	0600 - 2300	Mon - Fri, Hol

ATTACHMENT 4.2
MINIMUM STAFF COVERAGE - AREA 2

	Los Angeles General Medical Center	Clinic Tower Psych Walk-In	Guard III	1	0730 - 1730	Mon - Fri, Hol
	Los Angeles General Medical Center	Wellness Center	Guard I	1	0800 - 1630	Mon - Fri, Hol Sat
	Los Angeles General Medical Center	Wellness Center	Guard I	1	0830 - 1200	Mon - Fri, Hol Sat
	Los Angeles General Medical Center	OPD 2nd Floor	Guard I	1	0600 - 2230	Mon - Fri
	Los Angeles General Medical Center	OPD Rover (3rd Fl & Above)	Guard I	1	0630 - 1500	Mon - Fri
	Los Angeles General Medical Center	General Hospital Loading Dock	Guard I	1	0600 - 1430	Mon - Fri, Hol
	Los Angeles General Medical Center	School of Nursing	Guard I	1	0600 - 2230	Mon - Sat, Hol
	Los Angeles General Medical Center	Parking Lot 12A	Guard I	1	0600 - 1400	Mon - Fri

**ATTACHMENT 4.2
MINIMUM STAFF COVERAGE - AREA 2**

	Los Angeles General Medical Center	Rand Schrader	Guard I	2	0630 - 1500	Mon - Fri
	Los Angeles General Medical Center	Rand Schrader	Guard I	1	1500 - 2330	Mon - Fri
	Los Angeles General Medical Center	Clinic Tower CT and DT Rover	Guard I	1	0730 - 2400	Mon - Fri, Hol
	Los Angeles General Medical Center	Parking Lot 5	Guard I	1	0500 - 1330	Mon - Fri, Hol
	Los Angeles General Medical Center	Parking Lot 5	Guard I	1	1300 - 2130	Mon - Fri, Hol
	Los Angeles General Medical Center	Courtyard/Inpatient Tower Turnaround	Guard I	1	0730 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	CT Entrance Peak Hours Scan/X-Ray	Guard II	2	0730 - 1600	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	Clinic Tower 1st Floor Employee Entrance	Guard I	1	0730 - 1600	Mon - Fri, Hol

**ATTACHMENT 4.2
MINIMUM STAFF COVERAGE - AREA 2**

2	Los Angeles General Medical Center	IPT Rover 4th - 7th Floor	Guard I	1	1530 - 2400	Sun - Sat, Hol
	Los Angeles General Medical Center	Clinic Tower Rover	Guard I	2	0730 - 1600	Mon - Fri, Hol
	Los Angeles General Medical Center	Clinic Tower	Guard I	1	2330 - 0800	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	IRD 1st Floor	Guard I	1	0730 - 1600	Mon - Fri, Hol
	Los Angeles General Medical Center	D&T Tower	Guard I	1	0730 - 1600	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	Traffic Control / Rover	Guard I	2	0730 - 1600	Mon - Fri
	Los Angeles General Medical Center	Clinic Tower Bridge Scan	Guard II	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	CT Tower Entrance X-Ray	Guard II	1	0630 - 2230	Sun - Sat, Hol (everyday)

**ATTACHMENT 4.2
MINIMUM STAFF COVERAGE - AREA 2**

2	Los Angeles General Medical Center	CT / ER Observation	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	D&T / ER Ambulance Back Entrance	Guard II	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	D&T ER Waiting Area	Guard II	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	D&T Walk-In ER Scan	Guard II	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	D & T Walk-In ER X-Ray	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	D&T - Peds/Psych ER	Guard III	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	DEM Triage Entrance	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	DEM Waiting Lobby/Rover	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)

**ATTACHMENT 4.2
MINIMUM STAFF COVERAGE - AREA 2**

2	Los Angeles General Medical Center	D&T Tower - ER Ambulance Entrance	Guard II	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	Emergency Department Rover	Guard III	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	Emergency Department/Relief/ICU	Guard III	1	0630 - 2230	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	IPT 8th Floor Peds	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	IPT Loading Dock / Gate 4	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	IPT Psych Ward 8B	Guard III	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	IPT Tower Elevator	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	IPT Weapon Scan	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)

**ATTACHMENT 4.2
MINIMUM STAFF COVERAGE - AREA 2**

	Los Angeles General Medical Center	IPT Weapons X-Ray	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	L & D Hallway	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	Dispatch	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	Z-38D /Exterior Rover	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	OPD 3rd Floor Lobby (ENT)	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	OPD 3rd Floor weapon screening (entrance)	Guard I	1	0730 - 1600	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	OPD VIP after hours	Guard I	1	1600 - 0800	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	Parking Lot 10	Guard I	1	2330 - 1930	Mon - Fri, Hol

**ATTACHMENT 4.2
MINIMUM STAFF COVERAGE - AREA 2**

	Los Angeles General Medical Center	Perimeter Patrol	Guard I	4	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	Psych ER	Guard III	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	Relief	Guard I	3	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	8B Exits	Guard I	3	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	Marengo St. Traffic	Guard I	1	0600 - 1400	Mon - Fri
	Los Angeles General Medical Center	Ambulance Entrance / Guard Shack	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Los Angeles General Medical Center	Old GH 1850 Hallway Entrance Rover	Guard I	1	1430 - 2300	Mon - Fri
	Los Angeles General Medical Center	OPD Screening	Guard II	2	0730 - 1600	Mon - Fri

ATTACHMENT 4.2
MINIMUM STAFF COVERAGE - AREA 2

2	Los Angeles General Medical Center	Parking Lot 9D	Guard I	1	0600 - 1400	Mon - Fri, Hol
	Los Angeles General Medical Center	Rover IPT	Guard I	1	0730 - 1600	Mon - Fri, Hol
	Los Angeles General Medical Center	Cemetery Post Z-41	Guard I	1	2200 - 0600	Mon - Fri, Hol
	Los Angeles General Medical Center	Psych Ward Rover 2E	Guard III	1	2330 - 0800	Sun - Sat, Hol
	Los Angeles General Medical Center	Psych Ward Rover 2E	Guard III	1	2330 - 0800	Sun - Sat, Hol
	Los Angeles General Medical Center	Psych Ward Rover 2E	Guard III	1	0730 - 0000	Sun - Sat, Hol
	Los Angeles General Medical Center	Psych Ward Rover 2E	Guard III	1	0730 - 0000	Sun - Sat, Hol

**ATTACHMENT 4.2
MINIMUM STAFF COVERAGE - AREA 2**

2	Los Angeles General Medical Center	Psych Ward Rover 2E	Guard III	1	0730 - 0000	Sun - Sat, Hol
	Los Angeles General Medical Center	Psych Ward Rover 2E	Guard III	1	0730 - 1600	Sun - Sat, Hol
	Los Angeles General Medical Center	Psych Ward Rover 2E	Guard III	1	0000 - 2400	Sun - Sat, Hol
	Los Angeles General Medical Center	Psych Ward Rover 2E	Guard III	1	0000 - 2400	Sun - Sat, Hol
	Los Angeles General Medical Center	Psych Ward Sally Port	Guard III	1	0000 - 2400	Sun - Sat, Hol
	Los Angeles General Medical Center	Psych Ward Sally Port	Guard III	1	0000 - 2400	Sun - Sat, Hol

**ATTACHMENT 4.2
MINIMUM STAFF COVERAGE - AREA 2**

	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
2	Department of Medical Examiner	104A Building / Breezeway	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Department of Medical Examiner	104A Building, Interior Patrol	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
2	Department of Medical Examiner	Red Brick Building Patrol	Guard I	1	0800 - 1700	Mon - Fri
AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
2	DHS HIM & JCHS Departments	Parking Lot Rover	Guard I	1	0600 - 1430	Mon - Fri

APPENDIX B – ATTACHMENT 5

TRAINING REQUIREMENTS

This Attachment 5 sets forth the training requirements for the provision of Security Guard Services under the Agreement, required by the County of Los Angeles ("County") for the provision of Services by Security Guards I, II and III ("Guard(s)"), Supervising Guards and Security Managers (Security Staff). Contractor shall ensure that all Security Staff working at County buildings, hospitals and/or clinics ("Service Site(s)") complete all applicable training required by County, as set forth herein below. **Unless indicated otherwise in writing by the County, all such training shall be at no cost to the County.**

	NAME OF COURSE/CERTIFICATE/PERMIT	STAFF REQUIRED
	Required Prior to 1st Day at Service Site	
1	Courses required by County in order to meet the requirements in Attachment (7.1 – 7.5) under Attachment 7 (Staff Specifications) to the Statement of Work: ➤ Power to Arrest ➤ Weapons of Mass Destruction and Terrorism Awareness ➤ Public Relations – Community and Customer ➤ Observation and Documentation ➤ Communication and its Significance ➤ Liability/Legal Aspects ➤ First Aid / Cardiopulmonary Resuscitation (CPR) / Automated External Defibrillator (AED) ➤ Baton Permit <i>Refer to the BSIS website (https://www.bsis.ca.gov) for additional details on courses.</i>	All Security Staff
2	Courses required by County in order to meet the requirements in Attachment (7.1 – 7.4) under Attachment 7 (Staff Specifications) to the Statement of Work. ➤ Monitoring Crowd Control ➤ Trespass Course ➤ Arrest, Search, and Seizure ➤ Chemical Agents <i>Refer to the BSIS website (https://www.bsis.ca.gov) for additional details on courses.</i>	Guard II's, Guard III's, Supervising Guards & Security Managers

	NAME OF COURSE/CERTIFICATE/PERMIT	STAFF REQUIRED
	Required to be Completed on 1st Day of Assignment at Service Site	
3	Course documents will be provided by the County. Contractor shall ensure that all Security Staff complete these courses on their first day of deployment at a Service Site: ➤ Post Orders & Assignments ➤ Facility Policies/Orientation ➤ Evacuation Procedures ➤ Handling Difficult People ➤ Workplace Violence* ➤ Officer Safety ➤ Access Control ➤ Compliance Awareness Training (CAT) ➤ Commercial Sexual Exploitation of Children (CSEC 101) ➤ County Wide Privacy Awareness Training ➤ Cybersecurity Awareness Curriculum ➤ HIPPA for Covered Entities <i>*Security Staff will be required to complete a Workplace Violence course annually thereafter.</i>	All Security Staff
4	Training documents for this course will be provided by the County. Contractor shall ensure all Supervising Guards and Security Managers complete this course on their first day of employment under this Agreement: ➤ Just Culture Managers and Supervisors	Supervising Guard & Security Managers
	Post Specific Training	
5	Contractor shall train all Security Staff on use of Contractor-issued vehicles and other transportation, upon a patrol assignment at a Service Site: ➤ Vehicle and Other Transportation Usage	All Security Staff Assigned Vehicles and Other Transportation
6	Contractor shall train all Security Staff on use of equipment used to screen for weapons, including x-ray machines and hand-held magnetometers prior to assignment at a Service Site: ➤ Weapon Detection Equipment Usage	All Security Staff Assigned to Post with Weapon Detection Equipment

	NAME OF COURSE/ CERTIFICATE/PERMIT	STAFF REQUIRED
	Ongoing DHS Training	
7	Course documents will be provided by the County. Contractor shall ensure that all Security Staff complete these courses on an Annual basis: ➤ Facility Reorientation Handbook ➤ Employee Health Services Annual Tuberculosis Surveillance Training ➤ Workplace Violence	All Security Staff
8	Course documents will be provided by the County. Contractor shall ensure that all Security Staff complete these courses on a Bi-annual basis: ➤ County Policy of Equity for Employees ➤ Sexual Harassment and Discrimination Prevention for Non-Supervisors	Guards
9	Course documents will be provided by the County. Contractor shall ensure all Supervising Guards and Security Managers complete these courses on a Bi-annual basis: ➤ County Policy of Equity for Supervisors ➤ Sexual Harassment and Discrimination Prevention for Supervisors	Supervising Guard & Security Managers

SOW - ATTACHMENT 6

DEPARTMENT NAME: _____

[illegible]

STAFF SPECIFICATIONS – SECURITY MANAGER

Security Manager shall be assigned to one or more Services Sites for the management of the Security Staff providing Services under the Agreement, including Supervising Guard, Guard I, II, and III as specified in the Statement of Work. Security Managers may be required to travel to multiple Services Sites as part of their duties.

EXPERIENCE REQUIREMENTS:

Must have at least two (2) years of full-time paid experience as a security supervisor in a healthcare environment, within the last three (3) years and have a High School Diploma or equivalent.

EXAMPLES OF DUTIES SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:

- Providing direction and instruction to Post and/or patrolling Supervising Guard by making daily rounds of assigned Location(s) and maintaining Supervising Guard performance.
- Explaining post procedures under Post Orders.
- Providing Training to Supervising Guards under his/her supervision and ensuring that each Supervising Guard fully understands the duties and services to be provided.
- Being available for inspections from DHS personnel.
- Being available to Supervising Guard under his/her supervision at all times during the assigned shift.
- Providing technical and administrative advice to Supervising Guards as appropriate.
- Ensuring adequately assigned Posts are covered by applicable security guards.
- Providing direction and instructions to applicable security guards.
- Monitoring applicable security guard's performance.
- Providing technical and administrative support to applicable security guards.
- Responding to emergency and providing necessary support.
- Training applicable security guards on the use of radios and Services Sites codes.
- When necessary, operating Contractor owned motor vehicle and/or bicycle to conduct inspections around Services Sites.

BACKGROUND INVESTIGATIONS:

Each Security Manager is required to undergo and pass to the satisfaction of the County a background investigation in accordance with the terms of the Agreement, including the Statement of Work. Contractor's staff with any of the following in their background will not be permitted to provide Services under the Agreement as a Security Manager or otherwise:

- Felony conviction
- Conviction for a sex offense
- Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge
- Any conviction of drunk or reckless driving within the last three (3) years

STATEMENT OF WORK - ATTACHMENT 7.1

MEDICAL HEALTH SCREENING:

Security Manager must be medically qualified to perform the essential duties under the Agreement. Candidates for this position shall undergo a health screening before commencement of Services under the Agreement and annually thereafter, as required by County. County may require Contractor to provide medical certifications for any Security Staff, including Security Managers, if County determines that their physical condition appears to be questionable.

LICENSE REQUIREMENTS:

Contractor's staff classified as Security Managers are required to have a valid California Class "C" Driver's License.

TRAINING REQUIREMENTS:

Security Manager must complete the applicable training and meet the requirements specified in Attachment 5 (Training Requirements) to the Statement of Work.

STATEMENT OF WORK – ATTACHMENT 7.2

STAFF SPECIFICATIONS – SUPERVISING GUARD

Supervising Guard (also “Supervisor”) shall be assigned to one or more Services Sites for supervision of Guards providing Services under the Agreement, including Guard I, II and III, as specified in the Statement of Work. Supervisors may be required to travel to multiple Services Sites as part of their duties.

EXPERIENCE REQUIREMENTS:

Must have at least (2) years within the last three (3) years of full-time paid experience as a security guard in a healthcare environment and have a High School Diploma or equivalent.

EXAMPLES OF DUTIES SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:

- Ensuring adequate assigned Posts are covered by applicable security guards.
- Providing direction and instructions to applicable security guards.
- Monitoring applicable security guard’s performance.
- Providing technical and administrative support to applicable security guards.
- Responding to emergency and provide necessary support.
- Training applicable security guards on the use of radios and Services Site(s) codes.
- Conducting investigations of incidents and preparing a written memorandum of Security Incident Report (“SIR”) and submitting the SIR to the Service Site designee of County’s Project Manager by the end of the Supervisor’s shift or within twenty-four (24) hours of the incident.
- Covering applicable Post for applicable Guards during breaks, meal, and absences.
- When necessary, operating Contractor owned motor vehicle and/or bicycle to conduct inspections around Services Site(s).

BACKGROUND INVESTIGATIONS:

Each Supervising Guard is required to undergo and pass to the satisfaction of County a background investigation in accordance with the terms of the Agreement, including the Statement of Work. Contractor’s staff with any of the following in their background will not be permitted to provide Services under the Agreement as a Supervising Guard or otherwise:

- Felony conviction
- Conviction for a sex offense
- Military conduct that involved dishonorable discharge, bad conduct or an undesirable discharge
- Any conviction of drunk or reckless driving within the last three (3) years

MEDICAL HEALTH SCREENING:

Supervising Guard must be medically qualified to perform the essential duties under the Agreement. Candidates for this position shall undergo a health screening before commencement of Services under the Agreement and annually thereafter, as required by County. County may require Contractor to provide medical certifications for any Security Staff, including Supervising Guards, if County determines that their physical condition appears to be questionable.

LICENSE REQUIREMENTS:

Contractor’s staff classified as Supervising Guard are required to have a valid California Class “C” Driver’s.

STATEMENT OF WORK – ATTACHMENT 7.2

TRAINING REQUIREMENTS:

Supervising Guard must pass and meet the requirements specified in Attachment 5 (Training Requirements) to the Statement of Work.

STAFF SPECIFICATIONS - GUARD III

Guard III shall be assigned to Services Site(s) for provision of Services under the Agreement as specified in the Statement of Work. Guard III will be assigned to a Post distinguished by County as a higher potential risk. Guard III may also assume a “Team Lead” role in which they will oversee an area to ensure Guards I and II are performing their duties; immediately respond to issues or concerns raised by Guards I and II related to security matters.

NOTE: County will be responsible for assigning the level of risk for each Post to be covered under the Agreement.

EXPERIENCE REQUIREMENTS:

Guard III must have at least three (3) years of full-time paid experience as a security guard in a healthcare environment and have a High School Diploma or equivalent.

EXAMPLES OF DUTIES SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:

- Providing supportive and a lead role in advising and assisting Guards I and II.
- Ensuring County staff present appropriate County identification when entering a Service Site or restricted areas within the Services Site.
- Intervening to prevent injurious acts to persons or damage to County property.
- Safeguarding County property against theft, vandalism and illegal entry.
- Preventing entry of weapons and other illegal contraband into a Services Site.
- Providing information and assistance to the public as needed.
- Operating Contractor or County owned weapon screening equipment, including x-ray machines and magnetometers, both screen-operated and hand-held, as required by Services Sites and document findings.
- Visually screening packages for suspicious markings. If package is suspicious, placing package in an open area and notifying proper authorities, including local law enforcement and Service Site Administrator.
- Locking and unlocking gates and doors; and raising and lowering flags at designated times.
- Ensuring that only authorized personnel are permitted access to closed or restricted areas.
- Responding to reports of ill or injured visitors, patrons, or employees, rendering first aid and notifying local law enforcement and Service Site Administrator, as soon as practicably feasible.
- Relaying reports of bomb threats immediately to local law enforcement and Service Site Administrator.
- Responding to the scene of locally activated fire, burglary or other alarms, evaluating the situation and taking appropriate action.
- Monitoring building alarm systems and electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots.
- Conducting regular vehicle patrols of Service Sites, utilizing Contractor-issued motor vehicles, bicycles or scooters as required by each Service Site.
- Logging activities and events on the Daily Activity Report (DAR).

STATEMENT OF WORK - ATTACHMENT 7.3

- When necessary, operating Contractor owned motor vehicle and/or bicycle to conduct inspections around Service Sites.

BACKGROUND INVESTIGATIONS:

Each Guard III is required to undergo and pass to the satisfaction of the County a background investigation in accordance with the terms of the Agreement, including the Statement of Work. Contractor's staff with any of the following in their background will not be permitted to provide Services under the Agreement as a Guard III or otherwise:

- Felony conviction
- Conviction for a sex offense
- Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge
- Any conviction of drunk or reckless driving within the last three (3) years

MEDICAL HEALTH SCREENING:

Guard III must be medically qualified to perform the essential duties under the Agreement. Candidates for this position shall undergo a health screening before commencement of Services under the Agreement, and annually thereafter, as required by County. County may require Contractor to provide medical certifications for any Security Staff, including Guard III, if County determines that their physical condition appears to be questionable.

LICENSE REQUIREMENTS:

Contractor's staff classified as Guard III may be required to have a valid California Class "C" Driver's License.

TRAINING REQUIREMENTS:

Guard III must complete the applicable training and meet the requirements specified in Attachment 5 (Training Requirements) to the Statement of Work.

STAFF SPECIFICATIONS - GUARD II

Guard II shall be assigned to Services Site(s) for provision of Services under the Agreement as specified in the Statement of Work. Guard II will be assigned to a Post distinguished by County as a higher potential risk.

NOTE: County will be responsible for assigning the level of risk for each Post to be covered under the Agreement.

EXPERIENCE REQUIREMENTS:

Guard II must have at least one (1) year of full-time paid experience as a security guard in a healthcare environment and have a High School Diploma or equivalent.

EXAMPLES OF DUTIES SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:

- Ensuring County staff present appropriate County identification when entering a Service Site or restricted areas within the Services Site.
- Intervening to prevent injurious acts to persons or damage to County property.
- Safeguarding County property against theft, vandalism and illegal entry.
- Preventing entry of weapons and other illegal contraband into a Services Site.
- Providing information and assistance to the public as needed.
- Operating Contractor or County owned weapon screening equipment, including x-ray machines and magnetometers, both screen-operated and hand-held, as required by Services Sites and document findings.
- Visually screening packages for suspicious markings. If package is suspicious, placing package in an open area and notifying proper authorities, including local law enforcement and Service Site Administrator.
- Locking and unlocking gates and doors; and raising and lowering flags at designated times.
- Ensuring that only authorized personnel are permitted access to closed or restricted areas.
- Responding to reports of ill or injured visitors, patrons or employees, render first aid and notifying local law enforcement and Service Site Administrator, as soon as practicably feasible.
- Relaying reports of bomb threats immediately to local law enforcement and Service Site Administrator.
- Responding to the scene of locally activated fire, burglary, or other alarms, evaluating the situation and taking appropriate action.
- Monitoring building alarm systems and electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots.
- Conducting regular vehicle patrols of Service Sites, utilizing Contractor-issued motor vehicles, bicycles or scooters as required by each Service Site.
- Logging activities and events on the Daily Activity Report (DAR).
- When necessary, operating Contractor owned motor vehicle and/or bicycle to conduct inspections around Service Sites.

BACKGROUND INVESTIGATIONS:

Each Guard II is required to undergo and pass to the satisfaction of County a background investigation in accordance with the terms of the Agreement, including the Statement of Work. Contractor's staff with any of the following in their background will not be permitted to provide Services under the Agreement as a Guard II or otherwise:

- Felony conviction
- Conviction for a sex offense
- Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge
- Any conviction of drunk or reckless driving within the last three (3) years

MEDICAL HEALTH SCREENING:

Guard II must be medically qualified to perform the essential duties under the Agreement. Candidates for this position shall undergo a health screening before commencement of Services under the Agreement, and annually thereafter, as required by County. County may require Contractor to provide medical certifications for any Security Staff, including Guard II, if County determines that their physical condition appears to be questionable.

LICENSE REQUIREMENTS:

Contractor's staff classified as Guard II may be required to have a valid California Class "C" Driver's License.

TRAINING REQUIREMENTS:

Guard II must complete the applicable training and meet the requirements specified in Attachment 5 (Training Requirements) to the Statement of Work.

STATEMENT OF WORK – ATTACHMENT 7.5

STAFF SPECIFICATION - GUARD I

Guard I shall be assigned to Services Site(s) for provision of Services under the Agreement as specified in the Statement of Work. Guard I will be assigned to a Post distinguished by the County as a lower potential risk.

NOTE: County will be responsible for assigning the level of risk for each Post to be covered under the Agreement.

EXPERIENCE REQUIREMENTS:

Guard I must be 18 years of age and have a High School Diploma or equivalent.

EXAMPLES OF DUTIES SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:

- Ensuring County staff present appropriate County identification when entering a Services Sites, or a restricted area within a Services Site.
- Intervening to prevent injurious acts to persons or damage to County property.
- Safeguarding County property against theft, vandalism and illegal entry.
- Preventing entry of weapons and other illegal contraband into a Services Sites.
- Providing information and assistance to the public as needed.
- Operating Contractor or County owned weapon screening equipment, including x-ray machines and magnetometers, both screen-operated and hand-held, as required by Service Site and document findings.
- Visually screening packages for suspicious markings. If package is suspicious, placing package in an open area and notifying proper authorities, including local law enforcement and Service Site Administrator.
- Locking and unlocking gates and doors; and raising and lowering flags at designated times.
- Ensuring that only authorized personnel are permitted access to closed or restricted areas.
- Responding to reports of ill or injured visitors, patrons or employees, rendering first aid and notifying local law enforcement and Service Site Administrator, as soon as practicably feasible.
- Relaying reports of bomb threats immediately to local law enforcement and Service Site Administrator.
- Responding to the scene of locally activated fire, burglary, or other alarms, evaluate the situation and taking appropriate action.
- Monitoring building alarm systems and electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots.
- Conducting regular vehicle patrols of Service Sites, utilizing Contractor-issued motor vehicles, bicycles or scooters as required by Service Sites.
- Logging activities and events on the Daily Activity Report (DAR).

BACKGROUND INVESTIGATIONS:

Each Guard I is required to undergo and pass to the satisfaction of County a background investigation in accordance with the terms of the Agreement, including the Statement of Work.

STATEMENT OF WORK – ATTACHMENT 7.5

Contractor's staff with any of the following in their background will not be permitted to provide Services under the Agreement as a Guard I or otherwise:

- Felony conviction
- Conviction for a sex offense
- Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge
- Any conviction of drunk or reckless driving within the last three (3) years

MEDICAL HEALTH SCREENING:

Guard I must be medically qualified to perform the essential duties under the Agreement. Candidates for this position shall undergo a health screening before commencement of Services under the Agreement, and annually thereafter, as required by County. County may require Contractor to provide medical certifications for any Security Staff, including Guard I, if County determines that their physical condition appears to be questionable.

LICENSE REQUIREMENTS:

Contractor's staff classified as Guard I may be required to have a valid California Class "C" Driver's License.

TRAINING REQUIREMENTS:

Guard I must complete the applicable training and meet the requirements specified in Attachment 5 (Training Requirements) to the Statement of Work.

EXHIBIT C
PRICING SCHEDULE

This Exhibit C (Pricing Schedule) to the Agreement sets forth the pricing and payment terms for provision of Services pursuant to the Agreement. The terms or phrases used herein without definitions shall have the meanings given to such in the Agreement, including the Statement of Work.

1.0 PRICING AND PAYMENTS

1.1 SERVICE FEES

The fees for Services ("Service Fee(s)") specified in this Pricing Schedule are the maximum amounts that shall be payable by County to Contractor for the Services provided pursuant to the Agreement. Unless amended pursuant to a duly authorized amendment to the Agreement, the Service Fees shall not increase during the term of the Agreement. Contractor shall invoice County the Service Fees for Services provided in accordance with the requirements of the Statement of Work. Unless otherwise provided in the Agreement, Service Fees shall include any and all costs and fees associated with the provision of Services.

Contractor shall provide all Services and fulfill all requirements of the Statement of Work in exchange for the Service Fees specified below.

1.2 PRICING TERMS

Pricing and reimbursement for Services provided pursuant to the Agreement shall be subject to the following terms and conditions:

Security Staff Classification	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rates	Year 4 Hourly Rate	Year 5 Hourly Rate
Guard I	\$35.75	\$35.75	\$35.75	\$35.75	\$35.75
Guard II	\$36.59	\$36.59	\$36.59	\$36.59	\$36.59
Guard III	\$37.79	\$37.79	\$37.79	\$37.79	\$37.79
Supervising Guard	\$39.49	\$39.49	\$39.49	\$39.49	\$39.49
Security Manager	\$50.13	\$51.58	\$53.08	\$54.62	\$56.23
Project Manager	\$67.67	\$69.82	\$72.04	\$74.34	\$76.72
Project Director	\$90.00	\$92.93	\$95.96	\$99.10	\$102.35
Area 2: Maximum Obligation			\$114,244,182		

2.0 INVOICING

2.1 INVOICING

Terms	☒ Monthly in Arrear ☐ Monthly in Advance ☐ Other _____
Due Date	☐ 15 th of each month ☐ End of each month ☐ Other _____
Submission	To contact(s) for billing identified in Exhibit E (County's Administration) or Attachment 1 (Service Sites) under Exhibit A (Statement of Work), as applicable.

Unless otherwise instructed by County, Contractor shall submit a separate invoice for each Service Site, if any, to County's Project Manager or the Service Site PM, as applicable. All invoices submitted by Contractor shall include a billing summary of the Services provided. County and Contractor will agree on the invoice format, which shall include, at a minimum, the information specified below:

1. Invoice #
2. Invoice Date
3. Service Site, if any
4. Date of Services
5. Description of Services
6. Service Fees
7. Total invoice amount

2.2 EXPENSES

Unless specified otherwise in the Agreement or the Statement of Work, the Service Fees specified in this Pricing Schedule are the only amounts that Contractor may charge County and be reimbursed for provision of Services under the Agreement, and County shall not pay Contractor overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem or any other expenses that may be incurred by Contractor in the course of provision of the Services.

If Contractor is authorized under the Agreement or by County to be reimbursed for expenses (mileage, parking, etc.) incurred in the course of provision of Services in addition to the Service Fees payable under the Agreement, the reimbursement rates for such expenses shall not exceed those approved by County for reimbursement to County employees.

EXHIBIT D
ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR'S NAME Inter-Con Security Systems, Inc.

COUNTY AGREEMENT NO. _____

GENERAL INFORMATION:

Contractor referenced above has entered into the County Agreement identified above (hereafter "County Agreement") to provide certain services to the County of Los Angeles (hereafter "County"). County requires Contractor to sign this Contractor Acknowledgement and Confidentiality Agreement (hereafter "Confidentiality Agreement").

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that Contractor employees, consultants, outsourced vendors, independent contractors and agents (hereafter "Contractor's Staff") that will provide services pursuant to the above referenced County 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 County Agreement.

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

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by County 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 County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with County. 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 understands and agrees that if it or Contractor's Staff are involved in County work, 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 it or Contractor's Staff for County.

Contractor, on behalf of itself and Contractor's Staff, hereby agrees that neither it nor Contractor's will divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced County Agreement. Contractor agrees that it and Contractor's Staff shall forward to County's Project Manager all requests for the release of any data or information received.

Contractor agrees that it and Contractor's Staff shall keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from County, design concepts, algorithms, programs, formats,

documentation, Contractor's proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the County Agreement. Contractor further agrees that it and Contractor's Staff shall protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor also agrees that if proprietary information supplied by other County vendors is provided to Contractor's Staff during employment, Contractor and Contractor's Staff shall keep such information confidential during and following the term of the County Agreement.

Contractor agrees that it and Contractor's Staff shall report any and all violations of this Confidentiality Agreement by Contractor or Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor acknowledges that violation of this Confidential Agreement by Contractor or Contractor's Staff may subject Contractor and Contractor's Staff to civil and/or criminal action and that County may seek all possible legal redress.

SIGNATURE: 

DATE: 4/29/2026

PRINTED NAME: Kevin Hernandez

POSITION: Chief Strategy Officer

EXHIBIT E
COUNTY'S ADMINISTRATION

COUNTY'S PROJECT DIRECTOR

Name Julio C. Alvarado

Title Director, Contracts Administration & Monitoring

Phone (213) 288-7819

Email jalvarado@dhs.lacounty.gov

COUNTY'S PROJECT MANAGER

Name Matthew Ohan

Title Staff Analyst, Health

Phone 562-385-6563

Email mohan@dhs.lacounty.gov

SERVICE SITE – SERVICE SITE PROJECT MANAGER / BILLING

Name Joseph Mesina

Title Fiscal Officer II

Phone 626-525-5265

Email jomesina@dhs.lacounty.gov

EXHIBIT F
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S WEBVEN VENDOR ID: 198168

CONTRACTOR'S PROJECT DIRECTOR

Name Michael Bogosian

Title VP Operations

Address 210 S. De Lacey Ave Pasadena, CA 91105

Phone 626-535-2200

Email mbogosian@icsecurity.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name Kevin Hernandez

Title Chief Strategy Officer

Address 210 S. De Lacey Ave Pasadena, CA 91105

Phone 626-535-2200

Email KHernandez@icsecurity.com

Name Richard Stack

Title Chief Operating Officer

Address 210 S. De Lacey Ave Pasadena, CA 91105

Phone 626-535-2200

Email RStack@icsecurity.com

EXHIBIT G
CHARITABLE CONTRIBUTIONS CERTIFICATION

[Vendor/Contractor]: Inter-Con Security Systems, Inc

Address: 210 S. De Lacey Ave Pasadena, CA 91105

Internal Revenue Service Employer Identification Number: 95-3020192

☐ The Agency or Contractor is exempt from the California Nonprofit Integrity Act.

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

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

Check the Certification below that is applicable to your company.

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

OR

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



Signature

Date: 04-29-2026

Name of Signer: Kevin Hernandez

Title: Chief Strategy Officer

DEPARTMENT OF HEALTH SERVICES



AGREEMENT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

INTER-CON SECURITY SYSTEMS, INC.

FOR

SECURITY GUARD SERVICES

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**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
INTER-CON SECURITY SYSTEMS, INC.
FOR
SECURITY GUARD SERVICES**

This Agreement, including the Exhibits, is made and entered into on the 1st day of October, 2026, (hereinafter "Effective Date") by and between the County of Los Angeles (hereinafter "County") and Inter-Con Security Systems, Inc. (hereinafter "Contractor"), located at 210 South De Lacey Ave, Pasadena, CA 91105.

RECITALS

WHEREAS, pursuant to Sections 1441 and 1445 of the California Health and Safety Code, County has established and operates, through its Department of Health Services, the facilities, premises and other service sites; and

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

WHEREAS, Contractor is a private entity specializing in the provision of Security Guard Services (hereinafter "Services") that may be solicited by County; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Sections 26227 and 31000 of the California Government Code and Section 1451 of the California Health and Safety Code; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide the Services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

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

1.0 APPLICABLE DOCUMENTS

1.1 INTERPRETATION

The Exhibits attached to this base document (hereinafter "Base Agreement") form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any task, deliverable, goods, service or other work or otherwise between the Base Agreement and the Exhibits, or among Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Base Agreement, then to Exhibit A (Additional Provisions) (hereinafter "Additional Provisions") and then to the remaining Exhibits in alphabetical order.

Paragraph headings are utilized throughout this Agreement for convenience and reference only and are not intended to define the scope of any provision hereof.

Unless specified otherwise, any Paragraph references herein shall be made to the provisions of the Base Agreement.

1.2 ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments and Modifications) and signed by both parties.

2.0 DEFINITIONS

The terms and phrases in this Paragraph, with the initial letter capitalized where applicable, whether singular or plural, whenever used in this Agreement shall have the particular meanings set forth below.

2.1 GENERAL DEFINITIONS

- 2.1.1 “Additional Services”** – shall mean the Services other than those required to be provided pursuant to the Statement of Work.
- 2.1.2 “Agreement”** – shall mean and refer to this agreement executed between County and Contractor setting forth the terms and conditions for Contractor’s performance and provision of Services as specified herein, including Exhibit B (Statement of Work).
- 2.1.3 “Board”** – shall mean County’s Board of Supervisors.
- 2.1.4 “DHS”; “Department”** – County’s Department of Health Services.
- 2.1.5 “Director”** – shall mean the Director of DHS or authorized designee.
- 2.1.6 “Fiscal Year”** – shall mean a twelve-month period beginning on July 1st and ending on June 30th of the following year.
- 2.1.7 “Pricing Schedule”** – shall mean a schedule of rates, fees and any other terms and conditions for provision of Services under the Agreement set forth in Exhibit C (Pricing Schedule) to the Agreement.
- 2.1.8 “Required Services”** – shall mean the Services described in the Statement of Work that are required to be provided by Contractor under the Agreement.
- 2.1.9 “Service Fees”** – shall mean rates and fees for provision of Services under the Agreement.
- 2.1.10 “Service Site”** – shall mean and refer to any one of County’s healthcare facilities or other sites for which Services may be provided under the Agreement, including those that may be specified in Exhibit B (Statement of Work) and any or all of those identified in <https://dhs.lacounty.gov/our-locations>, such as Medical Centers and any associated Comprehensive Health Centers, Outpatient Centers and health centers, as well as administrative offices.

- 2.1.11** “**Service Site Project Manager**; “**Service Site PM**” – shall mean and refer to any individual designated by County's Project Manager for a Service Site, as such may be identified in Exhibit E (County's Administration) to the Agreement.
- 2.1.12** “**Services**” – shall mean goods, services and any other work that may be provided by Contractor pursuant to this Agreement, including Exhibit B (Statement of Work).
- 2.1.13** “**Statement of Work**”; “**SOW**” – shall mean Contractor's obligations and other requirements for provisions of Services hereunder as set forth in Exhibit B (Statement of Work) to the Agreement, including any sub-Exhibit(s) and Attachment(s) thereto.

3.0 WORK

3.1 PERFORMANCE OF SERVICES

Pursuant to the provisions of this Agreement, Contractor shall fully perform, complete and deliver on time all tasks, deliverables and other Services as set forth herein, including Exhibit B (Statement of Work), at the rates and fees set forth in Exhibit C (Pricing Schedule).

3.2 GRATUITOUS EFFORT

If Contractor provides any tasks, deliverables, services or other work to County other than those Services specified in this Agreement or that exceed the maximum County obligation that may be allocated for such Services, such tasks, deliverables, services or other work shall be deemed a gratuitous effort on the part of Contractor, for which Contractor shall have no claim whatsoever against County.

4.0 TERM OF AGREEMENT

4.1 TERM

The term of the Agreement shall commence on the Effective Date as reflected on the top of Page 1 of this Base Agreement, following its execution by the parties, and shall continue in full force and effect for five (5) years (hereinafter "Initial Term"), with up to three (3) one-year extension options (hereinafter each "Extension Term"), unless extended or sooner terminated, in whole or in part, as provided herein.

4.2 PERFORMANCE HISTORY

County maintains databases that track/monitor Contractor's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a term extension option.

4.3 EXPIRATION NOTIFICATION

Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the DHS contact(s) identified in Exhibit E (County's Administration).

5.0 PAYMENTS AND INVOICING

5.1 PRICING AND PAYMENTS

5.1.1 Written Approval for Reimbursement

Contractor shall be paid under this Agreement only for the Services satisfactorily performed at the rates and fees specified in Exhibit C (Pricing Schedule). Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder. Assumption or takeover of any of Contractor's duties, responsibilities or 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, shall occur only with County's express prior written approval.

5.1.2 Third Party Reimbursement

Unless and to the extent otherwise expressly permitted in the Agreement, (i) Contractor shall not bill any patient or any payor for Services provided hereunder; (ii) shall consider payment by County to be payment in full for such Services; and (iii) shall assign to County rights to payment by any patient or third party payor, including Medicare and Medi-Cal, for any Services rendered pursuant to this Agreement.

5.1.3 The Agreement rates and fees ("Service Fees") shall not exceed those specified in the Pricing Schedule for each year of the Initial Term of the Agreement. Contractor may request an increase in the Service Fees for the Extension Term. Upon such request, the parties will mutually agree on an adjustment to the Service Fees pursuant to an amendment or other appropriate Agreement modification as authorized by the Board.

5.2 INVOICING

5.2.1 Submission of Invoices

Contractor's invoices for Services shall be priced and submitted in accordance with Exhibit C (Pricing Schedule) and shall contain, at a minimum, as applicable, description of the Services for which payment is claimed (tasks, deliverables, goods, services, etc.), hours worked and the Service Site(s) for which Services were provided. All invoices and supporting documentation shall be submitted to the person(s) designated in Exhibit E (County's Administration) by the 15th calendar day of the month following provision of the Services, unless otherwise stated in Exhibit C (Pricing Schedule) or required by law or County policy.

5.2.2 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of County's Project Manager, or authorized designee, for Services for which payment is claimed prior to any payment thereof. In

no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.2.3 Payment of Invoices

Provided that Contractor is not in breach of any provision of this Agreement, and it is not otherwise required by law or specified elsewhere in the Agreement, including Exhibit C (Pricing Schedule), County will pay properly submitted undisputed invoices within thirty (30) days of receipt by County. County's failure to pay within thirty (30) days or other appropriate period, however, shall not be deemed as automatic invoice approval or acceptance by County of any deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest or penalty in any form on any late payment.

5.3 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF 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 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 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 Agreement.

5.4 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

5.4.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with County shall be Electronic Funds Transfer (hereinafter "EFT") or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (hereinafter "A-C").

5.4.2 Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and shall comply with all accounting, record keeping, and tax reporting requirements.

5.4.3 Any provision of law, grant or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.4.4 At any time during the duration of this Agreement, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with

the contracting department(s), shall decide whether to approve exemption requests.

5.5 PREFERENCE PROGRAM ENTERPRISES – PROMPT PAYMENT PROGRAM

If certified in accordance with the applicable Chapter of the Los Angeles County Code as a Local Small Business Enterprise (hereinafter "LSBE"), a Social Enterprise (hereinafter "SE") or a Disabled Veterans Business Enterprise (hereinafter "DVBE") (hereinafter, each also a "Preference Program Enterprise" or "PPE"), Contractor will receive prompt payment for Services provided to County under the Agreement. Prompt payment is defined as fifteen (15) calendar days after receipt by County of a proper undisputed invoice, which has been validated against appropriate documentation, consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

6.0 ADMINISTRATION OF AGREEMENT – COUNTY

The Director, or authorized designee, shall have the authority to administer this Agreement on behalf of County and retains professional and administrative responsibility for the Services rendered under this Agreement. Other key County personnel administering the Agreement on behalf of County are referenced in the Paragraph(s) below and identified in Exhibit E (County's Administration). The key County personnel identified herein are not authorized to make changes to any of the terms or conditions of this Agreement or to further obligate County in any respect whatsoever, unless and except as may be authorized by the Board and in accordance with the terms of the Agreement, including Paragraph 8.1 (Amendments and Modifications). County will notify Contractor in writing of changes in the names or contact information specified in Exhibit E (County's Administration).

6.1 COUNTY'S PROJECT DIRECTOR

County's Project Director has the authority to negotiate and recommend all changes to this Agreement and to resolve disputes between County and Contractor.

6.2 COUNTY'S PROJECT MANAGER

County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Agreement, who will be responsible for:

- Monitoring Contractor's performance of the Agreement.
- Examining the quality of any and all tasks, deliverables, goods, services and other work provided by Contractor hereunder.
- Providing direction to Contractor in the areas relating to policy, information and procedural requirements.

County's Project Manager may have a designee at any Service Site, who will be a Service Site PM for that Service Site. Unless specified otherwise, reference to County's Project Manager shall include a designee for the applicable Service Site. County's Project Manager designated for each Service Site will be the approving authority for invoices for such Service Site.

7.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

Contractor shall designate the personnel referenced in the Paragraph(s) below and identified in Exhibit F (Contractor's Administration) for administering the Agreement on behalf of Contractor. Contractor shall notify County in writing of any change in the name or contact information of any such personnel within five (5) business days of the change.

7.1 CONTRACTOR'S PROJECT DIRECTOR

Unless the Agreement is with a sole practitioner for provision of Specialty Medical Services (hereinafter "SMS") or otherwise instructed in writing by authorized County personnel, Contractor shall designate Contractor's Project Director for the term of the Agreement. Contractor's Project Director shall be responsible for Contractor's performance of and compliance with this Agreement. Contractor's Project Director shall coordinate and/or meet with County as required by County for performance of this Agreement.

7.2 CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials for executing instruments under this Agreement on behalf of Contractor.

7.3 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of Contractor's staff performing Services under this Agreement, and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Director, if any.

7.4 CONFIDENTIALITY

7.4.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.4.2 Furthermore, Contractor shall: (i) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (ii) promptly transmit to County all requests for disclosure of any such records or information; (iii) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Agreement, return all such records and information to County or maintain such records and information in accordance with the written procedures that may be provided or made available to Contractor by County for this purpose.

7.4.3 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and

volunteers, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.4, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

7.4.4 Contractor shall inform all of its officers, employees, agents and subcontractors providing that may provide Services under this Agreement of the confidentiality and indemnification provisions of this Agreement.

7.4.5 Contractor shall sign and adhere to the provisions of Exhibit D (Acknowledgement and Confidentiality Agreement) on behalf of itself and all of its employees, subcontractors, agents and other persons who may provide work for or on behalf of Contractor under the Agreement.

7.5 STAFF PERFORMANCE UNDER THE INFLUENCE

Contractor shall not knowingly permit any employee to perform Services under this Agreement while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS AND MODIFICATIONS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes to any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph below.

8.1.1 For any change which materially affects any term or condition of this Agreement, an Amendment to the Agreement, shall be prepared by County and executed by Contractor and County as authorized by the Board.

8.1.2 For any change that does not materially affect any term or condition of this Agreement, a modification to the Agreement (Administrative Amendment, Change Notice, Change Order, etc.) shall be prepared by County and signed by Contractor.

8.1.3 The Board or County's Chief Executive Officer (hereinafter "CEO"), or authorized designee, may require, during the term of this Agreement, the addition and/or change of certain terms and conditions in the Agreement. County reserves the right to add and/or change such provisions as required by the Board, the CEO, or authorized designee. To implement such changes, an Amendment to the Agreement shall be prepared by County and executed by Contractor and County as authorized by the Board.

- 8.1.4** The Director, or authorized designee, may require, during the term of this Agreement, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in Federal and/or State law or regulation. County reserves the right to add and/or change such provisions as required by law or regulation to preserve this Agreement's conformity and compliance to Federal and/or State law or regulation. To implement such changes, an Amendment to the Agreement shall be prepared by County and executed by Contractor and County as authorized by the Board.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1** Contractor shall notify County of any pending acquisitions/mergers of its entity unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.
- 8.2.2** Contractor shall not assign its rights or delegate its duties under this 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 Paragraph, County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 8.2.3** Any assumption, assignment, delegation or takeover of any of Contractor's duties, responsibilities or 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 Agreement which may result in the termination of this 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.

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

In the event that County's 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 contracts, County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by Contractor under this Agreement will also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor must continue to provide all of the services set forth in this Agreement.

8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded or whose principals are suspended, debarred, ineligible or excluded from securing Federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees or independent contractors is currently suspended, debarred, ineligible or excluded from securing Federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing Federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible or excluded from securing Federally funded contracts. Contractor shall reimburse County for any and all associated costs (repayment, fine and/or penalty) that may be incurred by County as a result of inappropriate claims submitted by or on behalf of one of its staff or vendors that was excluded or suspended regardless of Contractor's prior knowledge of such exclusion or suspension. Failure by Contractor to comply with this provision shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement.

8.6 COMPLAINTS

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

- 8.6.1** Within ten (10) business days of the Effective Date of this Agreement, Contractor shall provide to County with Contractor's policy for receiving, investigating and responding to user complaints.
- 8.6.2** County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.6.3** If County requests changes to Contractor's policy, then Contractor shall make such changes and resubmit the plan within ten (10) business days to County for approval.

- 8.6.4** If, at any time, Contractor wishes to change its policy regarding complaints, Contractor shall submit proposed changes to County for approval prior to implementing the changes.
- 8.6.5** Contractor shall preliminarily investigate all complaints and notify County's Project Manager, or authorized designee, of the status of the investigation within fifteen (15) business days of receiving the complaint.
- 8.6.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted, which shall adhere to formal plans for specific actions and strict time deadlines.
- 8.6.7** Copies of all written responses shall be sent to County's Project Manager, or authorized designee, within fifteen (15) business days of being mailed to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

- 8.7.1** In the performance of this Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to, standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.
- 8.7.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, agents and volunteers from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, 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, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.7.3 Facility Rules and Regulations

At any time that Contractor's agents, employees or subcontractors are at a Service Site or other County facility for provision of Services under this Agreement, Contractor and such persons shall be subject to the rules and regulations of that facility. County will provide or make available to Contractor a copy of rules and regulations pertaining to the facility upon execution of this Agreement and updates during its term. It is the responsibility of Contractor to acquaint all persons who may provide Services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of Services hereunder upon receipt of written notice from the Director that: (i) such employee or subcontractor has violated such rules or regulations, or (ii) such

employee's or subcontractor's actions while at the County facility may adversely affect the delivery of health care services to County patients.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS – ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

8.8.1 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

8.8.2 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, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations

8.8.3 Contractor certifies to County each of the following:

- a)** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- b)** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- c)** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- d)** Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goals or timetables.

8.8.4 Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such actions shall include, but are not limited to, employment, upgrading, demotion, transfer, recruitment and recruitment advertising, layoff and termination,

rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.8.5** Contractor certifies and agrees that it will deal with its subcontractors, bidders and vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation.
- 8.8.6** Contractor certifies and agrees that it, its affiliates, subsidiaries and holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement.
- 8.8.7** Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.7 when so requested by County.
- 8.8.8** If County finds that any provisions of this Paragraph 8.7 have been violated, such violation shall constitute a material breach of this Agreement, upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this 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 Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 8.8.9** The parties agree that in the event that Contractor violates any of the anti-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) from Contractor for each such violation, pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Agreement.

8.9 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program

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

8.9.2 Written Employee Jury Service Policy

- a) 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 County Code](#)) or that Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from 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 Employee's regular pay the fees received for jury service.
- b) For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract 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 contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (i) the lesser number is a recognized industry standard as determined by County, or (ii) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses a subcontractor to perform Services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to such agreement.
- c) If Contractor is not required to comply with the Jury Service Program when the 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 of the Agreement 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" and/or that Contractor continues to qualify for an exception to the Program.

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

8.10 CONFLICT OF INTEREST

8.10.1 No County employee whose position with County enables such employee to influence the award or administration of this 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 this 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.

8.10.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts that 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 8.9 shall be a material breach of this Agreement.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR ON A COUNTY RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the Effective Date of this 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 term of this Agreement.

8.12 CONSIDERATION OF HIRING GAIN/ START PARTICIPANTS

8.12.1 Should Contractor require additional or replacement personnel after the Effective Date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services (hereinafter "DPSS") Greater Avenues for Independence (hereinafter "GAIN") Program or Skills and Training to Achieve Readiness for Tomorrow (hereinafter "START") Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/START participants by job category to Contractor. Contractor shall report all job openings with job requirements to: gainstart@dpss.lacounty.gov and

bservices@opportunity.lacounty.gov; and DPSS will refer qualified GAIN/START job candidates.

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

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

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

8.13.2 Chapter 2.202 of the County Code

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

8.13.3 Non-responsible Contractor

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

8.13.4 Contractor Hearing Board

- a) 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.
- b) 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.

- c) 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 Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- d) If 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: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (a) Contractor has been debarred for a period longer than five (5) years; (b) the debarment has been in effect for at least five (5) years; and (c) 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.
- f) 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.

8.13.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of Contractor.

8.14 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, including Contractor, 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 subcontractors' place of business. Information and posters for printing are available at babysafela.org.

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

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

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

8.16 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

8.16.1 Contractor hereby warrants that neither it nor any of its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify the Director within ten (10) calendar days in writing of: (i) any event that would require Contractor or any aforementioned parties mandatory exclusion or suspension from participation in a Federally funded health care program; and (ii) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

- 8.16.2** Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.
- 8.16.3** Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8.17 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will monitor Contractor's performance under this Agreement, which will include assessing Contractor's compliance with all Agreement terms and conditions and performance standards, as further specified in Exhibit B (Statement of Work). Contractor deficiencies which County determines are significant or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in the Agreement.

8.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

- 8.18.1** Contractor shall repair, or cause to be repaired, at its own cost and expense, any and all damage other than normal wear and tear to County facilities, buildings or grounds caused by Contractor or employees, agents or subcontractors of Contractor during performance of Services under this Agreement. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.18.2** If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.
- 8.18.3** County reserves the unilateral right to make any repairs which the Director or authorized designee determines, upon sole discretion, to be a public safety issue requiring immediate repair. County, at its option, will bill Contractor for the cost of such repairs and/or deduct the cost of such repairs from any outstanding amounts owed by County to Contractor.

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.19.1** 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 this 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 and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.19.2** Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, employees and volunteers from employer sanctions and any other liability which may be assessed against Contractor or County, or both, in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.20 COUNTERPARTS; ELECTRONIC SIGNATURES AND REPRESENTATIONS

This Agreement and any Amendments or modifications thereto may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

County and Contractor hereby agree to regard appropriate facsimile or digital representations of original signatures of authorized officers of each party on the Agreement related documents, received via an electronic communicative (facsimile, email or electronic signature), as legally sufficient evidence that legally binding signatures have been affixed to such documents.

8.21 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 and its agents, officers, employees and volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees, for which County may be found jointly or solely liable, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.22 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of Services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of Services provided hereunder. Furthermore, if Contractor carries out any of the Services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over

a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.23 PERFORMANCE DURING EMERGENCIES/FORCE MAJEURE EVENTS

Contractor recognizes that healthcare facilities maintained by County, including the Service Sites, provide care essential to the residents of the communities they serve and that these Service Sites may be of particular importance at the time of a fire, flood, epidemic, quarantine restriction, riot, insurrection, civil unrest, natural disaster/occurrence, strike, lockout, freight embargo or other similar event (hereinafter in this Paragraph each such event is referred to as an "emergency" or "force majeure event").

Notwithstanding any other provision of this Agreement, full performance by Contractor during any emergency is not excused if such performance remains physically possible, unless otherwise directed by County. Failure by Contractor to comply with this requirement shall be considered a material breach by Contractor, for which County may immediately terminate this Agreement.

In the event Contractor's failure to perform arises as a result of an emergency, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delays caused by such emergency/force majeure event.

8.24 GOVERNING LAW, JURISDICTION AND VENUE

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

8.25 PROTECTION OF MEDICAL INFORMATION

8.25.1 Health Insurance Portability and Accountability Act Compliance

Contractor acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and its implementing regulations. Contractor further acknowledges and agrees that, as a provider of Services under this Agreement, it has obligations with respect to the confidentiality, privacy and security of patient' medical information (also, "PHI" under HIPAA) and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

Contractor, therefore, agrees that (a) it and any staff providing Services under this Agreement shall preserve the confidentiality of PHI and shall comply with all other obligations and provisions relating to HIPAA that may be specified herein, including Exhibit A (Additional Provisions) to the Agreement, and (b) it shall indemnify and hold harmless County

(including its officers, employees, agents and volunteers) for any damages to County that may be attributable to failure to preserve the confidentiality of PHI or to comply with the applicable obligations under HIPAA, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.25.2 Confidentiality of Medical Information Act

Contractor acknowledges that County is subject to the Confidentiality of Medical Information Act (hereinafter "CMIA"), which protects the confidentiality of individually identifiable medical information obtained by health care providers. As a contractor of County, Contractor, therefore, agrees to comply with the CMIA and shall not disclose any stored or accessible medical information regarding a patient, enrollee or subscriber.

8.25.3 Remedies

Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.25 shall constitute a material breach of this Agreement, upon which County may suspend or terminate the Agreement for default, at its sole discretion, and/or take such other actions as deemed necessary or appropriate by County or required by law. Contractor also acknowledges and agrees that due to the unique nature of the sensitive information addressed in this Paragraph 25 there can be no adequate remedy at law for any breach of Contractor's obligations hereunder, and, therefore, upon any such breach or any threat thereof, County shall be entitled to appropriate equitable remedies and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies County might have at law or equity.

8.26 INDEPENDENT CONTRACTOR STATUS

8.26.1 This 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.

8.26.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this 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. Consistent with the foregoing, County shall have no liability, and Contractor shall be solely and fully liable and responsible, to any of Contractor's employees, subcontractors or other persons providing work under this Agreement on behalf of Contractor, if any such person is unable to work or is required to stop working

(permanently or temporarily) as a result of the person's exposure to an infectious disease or other hazard while performing work pursuant to the Agreement, even if such person complied with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including those relating to the work site. Nothing in this Paragraph is intended in any way to alter or release Contractor from obligation to obtain and maintain the requisite workers' compensation coverage pursuant to Paragraph 8.29.3 (Workers' Compensation and Employers' Liability) below.

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

8.26.4 Contractor shall adhere to the provisions of Paragraph 7.5 (Confidentiality).

8.27 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers (hereinafter "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 Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

Any legal defense pursuant to Contractor's indemnification obligations under the Agreement 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 reasonable 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.

8.28 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance, during the term of the Agreement, coverage satisfying the requirements specified in this Paragraph 8.28 and Paragraph 8.29 (Insurance Coverage) below. These minimum insurance coverage terms, types and limits (hereinafter "Required Insurance") also are in addition to and separate from any other contractual obligations imposed

upon Contractor pursuant to this Agreement, including those that may be specified in Exhibit A (Additional Provisions) to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

8.28.1 Evidence of Coverage and Notice to County

- a) Certificate(s) of insurance coverage (hereinafter "Certificate") satisfactory to County and a copy of an Additional Insured endorsement confirming County and its Agents (as defined below) has been given Insured status under Contractor's General Liability policy shall be delivered to County at the email address specified below and provided prior to commencing services under this Agreement.
- b) Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- c) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of Contractor identified as the contracting party in this 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.
- d) 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.
- e) Certificates and copies of any required endorsements shall be emailed to the County of Los Angeles, Department of Health Services, Contracts and Grants Division, as the Certificate Holder at:

cgcontractorinsurance@dhs.lacounty.gov
- f) 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 subcontractors which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.28.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (hereinafter 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's and its Agents' additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable 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 providing it satisfies the Required Insurance provisions herein.

8.28.3 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) days in advance of cancellation for non-payment of premium and thirty (30) 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 this Agreement, in the sole discretion of County, upon which County may suspend or terminate this Agreement.

8.28.4 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 this Agreement, upon which County immediately may withhold payments due to Contractor and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the Required Insurance and, without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.28.5 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.

8.28.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies with respect to any claims related to this 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.

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

8.28.8 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 that 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 written approval of any subcontractor request for modification of the Required Insurance.

8.28.9 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.

8.28.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the Effective Date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of no less than three (3) years following the Agreement's expiration, termination or cancellation.

8.28.11 Application of Excess Liability Coverage

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

8.28.12 Separation of Insureds

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

8.28.13 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.

8.28.14 County Review and Approval of Insurance Requirements

County reserves the right to review and adjust the Required Insurance provisions based on County's determination of changes in risk exposures.

8.29 INSURANCE COVERAGE

Contractor shall obtain and maintain for the term of the Agreement the insurance programs and coverages as specified in this Paragraph below.

8.29.1 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:	\$2 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

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

8.29.3 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 County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's

operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.30 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees and agents that perform Services under this Agreement obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations and certificates required by law, which are applicable to their performance of Services hereunder. All such licenses, permits, registrations, accreditations and certifications relating to Services hereunder shall be made available by Contractor to County upon request, unless stated otherwise in the Statement of Work or instructed by County.

8.31 LIQUIDATED DAMAGES

8.31.1 If, in the judgment of the Director, or authorized designee, Contractor is deemed to be non-compliant with the terms or obligations assumed hereby, the Director, or authorized designee, upon sole discretion, in addition to and/or in lieu of other remedies provided herein, may withhold or deduct from the payments due to Contractor by County or otherwise withhold certain amount(s) for deficiently performed Services, including delays, as specified in this Paragraph below. A description of the deficiencies and the amount(s) to be deducted from payments due to Contractor or otherwise withheld will be provided to Contractor by the Director, or authorized designee, in a written notice describing the reasons for such action.

8.31.2 If the Director, or authorized designee, determines that there are deficiencies in the performance of this Agreement, which in the judgment of the Director, or authorized designee, are deemed correctable by Contractor within a reasonably short period of time, the Director, or authorized designee, will provide a written notice to Contractor to correct the deficiencies within a specified time frame. Should Contractor fail to correct deficiencies within such time frame, the Director may:

a) To the extent applicable, deduct applicable pro rata portions of the amounts payable to Contractor; and/or

b) Deduct Liquidated Damages

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct the deficiencies within the specified time frame. The parties, therefore, hereby agree that, under the current circumstances, a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and Contractor shall be liable to County for liquidated damages in such amount. Any liquidated damages assessed by County

under the Agreement shall be deducted or otherwise withheld from County's payments due to Contractor; and/or

- c) Upon five (5) days' prior notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and deduct from County's payments due to Contractor or otherwise withhold the total costs incurred by County for completion of the work by an alternate source, whether by County or a County engaged third party, as determined by County.

8.31.3 Assessment by County of liquidated damages as described in this Paragraph above shall not be construed as a penalty, but as adjustment of payment(s) to Contractor for County's recovery of the costs due to the failure of Contractor to complete or comply with the provisions of this Agreement.

8.31.4 This Paragraph shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as otherwise specified in the Agreement and shall not, in any manner, restrict or limit County's right to terminate this Agreement.

8.32 MOST FAVORED PUBLIC ENTITY

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

8.33 NON-EXCLUSIVITY

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

8.34 NOTICE OF DELAYS

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

8.35 NOTICE OF DISPUTES

Contractor shall bring to the attention of County's Project Manager, or authorized designee, any dispute between County and Contractor regarding the performance of Services. If such individual is not able to resolve the dispute on behalf of County, the dispute shall be escalated for resolution to County's Project Director, or authorized designee.

8.36 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME 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 No. 1015.

8.37 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where and how to safely surrender a baby. Posters and other campaign materials are available on the Internet at babysafela.org.

8.38 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be mailed by first-class registered or certified mail, postage prepaid, or emailed to the applicable contacts identified in Exhibit E (County's Administration) and Exhibit F (Contractor's Administration). Contact information may be changed by either party by provision of a ten (10) days' prior written notice thereof to the other party.

8.39 PROHIBITION AGAINST INDUCEMENT AND PERSUASION

Notwithstanding any other provision of this Agreement, Contractor and County agree that, during the term of this 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.

8.40 PUBLIC RECORDS ACT

8.40.1 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 provided pursuant to Paragraph 8.42 (Record Retention and Inspection/Audit Settlement) of this Agreement; as well as any documents that may have been submitted in response to a solicitation resulting in this 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 identified in the [California Government Code Section 7921 et seq.](#) (hereinafter "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.

8.40.2 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 any response to a solicitation resulting in this Agreement, which is marked as "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, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.41 PUBLICITY

8.41.1 Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, 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 this Agreement within the following conditions:

- a) Contractor shall develop all publicity material in a professional manner; and
- b) During the term of this Agreement, Contractor shall not, and shall not authorize any others to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Director, or authorized designee. County will not unreasonably withhold its consent.

8.41.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.41 shall apply.

8.42 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.42.1 Contractor shall maintain and, upon County's request, provide accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement, during the term of the Agreement and for a minimum of five (5) years following its expiration or termination (hereinafter in this Paragraph 8.42 "retention period").

8.42.2 Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy and transcribe any pertinent transaction, activity or record relating to this Agreement, including (hereinafter for purposes of this Paragraph 8.42 "records"). All such records, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for the duration of the retention period thereafter, unless County's written permission is given to dispose of any such records prior to such time. All such records shall be maintained by Contractor at a location in Los Angeles County, provided that if any such records are located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem and any other

costs incurred by County to examine, audit, excerpt, copy and/or transcribe such records at such location outside of Los Angeles County.

In the event such records are maintained by Contractor at a location outside of Los Angeles County or if permitted by County, Contractor may satisfy the requirements of this Paragraph 8.42.2 by transmitting the records to County electronically, provided that (i) Contractor shall encrypt all records transmitted on networks outside of Contractor's control with Transport Layer Security (hereinafter "TLS") 1.2 or higher or Internet Protocol Security (hereinafter "IPSec"), at a minimum, cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer, or authorized designee, and (ii) all such records shall be rendered unusable, unreadable and indecipherable to unauthorized individuals. The parties may also agree on an alternate method of providing the requested records to County.

- 8.42.3** In the event that an audit of Contractor is conducted specifically regarding this Agreement by any Federal or State auditor or by any auditor or accountant employed by Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then Contractor shall file a copy of each such audit report, including Service Organization Controls (hereinafter "SOC1") Reports, with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.42.4** Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.42 shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.
- 8.42.5** If, at any time during the term of this Agreement or during the retention period after the expiration or termination of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: (a) prepaid by Contractor to County by cash payment upon demand or (b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor for the work, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for the provision of such work exceed the funds appropriated by County for the work.

8.43 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 on this Agreement.

8.44 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for Contractor's Services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

8.45 SUBCONTRACTING

8.45.1 County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor. Consequently, no performance by Contractor of this Agreement may be subcontracted **without the advance written approval of County**. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Agreement.

8.45.2 If Contractor desires to subcontract, Contractor shall provide to County the following:

- a)** A detailed description of the work to be performed by the proposed subcontractor;
- b)** A draft copy of the proposed subcontract, unless otherwise instructed by County; and
- c)** Other pertinent information and/or certifications requested by County.

8.45.3 Notwithstanding any provision of this Agreement to the contrary, Contractor shall indemnify, defend and hold harmless County, including its officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees, in any way arising from or related to Contractor's use of any subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.45.4 Notwithstanding County's consent to subcontract, in addition to the provisions under the Agreement that specifically apply to subcontractors, Contractor shall ensure that each subcontractor engaged for provision of Services hereunder complies with the following provisions:

- a)** Base Agreement – Paragraph 7.4 (Confidentiality)

- b) Base Agreement – Paragraph 8.6 (Compliance with Applicable Laws, Rules and Regulations)
- c) Base Agreement – Paragraph 8.7 (Compliance with Civil Rights Laws – Anti-Discrimination and Affirmative Action Laws)
- d) Base Agreement – Paragraph 9 (Conflict of Interest)
- e) Base Agreement – Paragraph 8.18 (Damage to County Facilities, Buildings and Grounds)
- f) Base Agreement – Paragraph 8.25 (Protection of Medical Information)
- g) Base Agreement – Paragraph 27 (Indemnification)
- h) Base Agreement – Paragraph 28 (General Provisions for all Insurance Requirements)
- i) Base Agreement – Paragraph 29 (Insurance Coverage)
- j) Base Agreement – Paragraph 8.30 (Licenses, Permits, Registrations, Accreditations and Certificates)
- k) Base Agreement – Paragraph 41 (Publicity)
- l) Base Agreement – Paragraph 42 (Record Retention and Inspection/ Audit Settlement)
- m) Base Agreement – Paragraph 56 (Unlawful Solicitation)
- n) Base Agreement – Paragraph 63 (Prohibition from Participation in Future Solicitations)
- o) Exhibit A (Additional Provisions) – Attachment 1 (HIPAA Compliance)
- p) Exhibit D (Acknowledgement and Confidentiality Agreement)

8.45.5 Contractor shall ensure that each proposed subcontractor is appropriately qualified for provision of Services for which subcontractor is being engaged and shall remain fully responsible for all performances required of Contractor under this Agreement, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract. Furthermore, subcontracting of any Services under this Agreement shall not be construed to limit, in any way, Contractor's performance, obligations or responsibilities to County or limit, in any way, any of County's rights or remedies contained in this Agreement.

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

8.45.7 The Director, or designee, is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor

employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for its files.

8.45.8 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 County's consent to subcontract.

8.45.9 Contractor shall obtain certificates of insurance, which establish that either (i) the proposed subcontractor maintains all the programs of insurance required under this Agreement, or (ii) Contractor has procured such insurance coverage for the proposed subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

cgcontractorinsurance@dhs.lacounty.gov.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.15 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure by Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which County may terminate this Agreement pursuant to Paragraph 8.49 (Termination for Default) and/or pursue debarment of Contractor pursuant to [County Code Chapter 2.202](#).

8.47 TERMINATION FOR CONVENIENCE

County may terminate or suspend this Agreement, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination/suspension of work hereunder shall be effected by notice to Contractor specifying the extent to which performance of work is terminated/suspended and the date upon which such termination/suspension will become effective, which will be no less than ten (10) days after the notice is provided. Contractor shall be subject to the requirements of Paragraph 8.54 (Effect of Termination) in the event of County's termination and, to the extent applicable, suspension of this Agreement as provided herein.

8.48 TERMINATION FOR DEFAULT

8.48.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement if, in the judgment of the Director or designee:

- a) Contractor has materially breached this Agreement;
- b) Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service or other work required under this Agreement; or
- c) Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement or of any obligations of this Agreement and, in either case, fails to

demonstrate convincing progress toward a cure within five (5) working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure; or

- d) Contractor or any of its personnel providing Services under the Agreement (i) fail to comply with any directions or instructions by or on behalf of County issued pursuant to the Agreement or (ii) may be engaging in a course of conduct which poses an imminent danger to the life or health of County patients.

8.48.2 In the event that County terminates this Agreement in whole or in part as provided in Paragraph 8.49.1, 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 this Agreement to the extent not terminated under the provisions of this Paragraph.

8.48.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.49.2 if its failure to perform this Agreement arises out of a force majeure event (as defined in Paragraph 23 (Performance During Emergencies/Force Majeure Events)); but in every case, the failure to perform must be beyond the control and without the 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 the fault or negligence of either of them, then 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. As used in this Paragraph 8.49.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.48.4 If, after County has given notice of termination under the provisions of this Paragraph 8.49, it is determined by County that Contractor was not in default under the provisions of this Paragraph 8.49 or that the default was excusable under the provisions of Paragraph 8.49.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.48 (Termination for Convenience).

8.48.5 The rights and remedies of County provided in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.49 TERMINATION FOR IMPROPER CONSIDERATION

8.49.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this 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 this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to this 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.

8.49.2 Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made to the County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

8.50 TERMINATION FOR INSOLVENCY

8.50.1 County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) Insolvency of Contractor

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

b) The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;

c) The appointment of a Receiver or Trustee for Contractor; or

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

8.50.2 The rights and remedies of County provided in this Paragraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.51 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#), retained by Contractor, shall fully comply with County's Lobbyist Ordinance under [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's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may, in its sole discretion, immediately terminate or suspend this Agreement.

8.52 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.53 EFFECT OF TERMINATION

8.53.1 In the event of termination of this Agreement as provided hereunder or upon the expiration of the Agreement, as applicable, and unless otherwise specified by County in writing:

- a) Contractor shall continue the performance of this Agreement to the extent not terminated;
- b) Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to County all Services and/or deliverables completed and those in progress on a media reasonably requested by County, if applicable;
- c) Where such termination is not due to default or breach by Contractor, County will pay to Contractor all sums due for Services properly performed through the effective date of such expiration or termination;
- d) Contractor shall return to County any monies paid in advance by County, yet unearned by Contractor, including any prepaid fees, no later than thirty (30) days after the date of County's termination of this Agreement, whether for convenience or any default or breach hereunder; and
- e) Contractor shall promptly return to County any and all of County's confidential information that relates to the portion of the Agreement terminated by County on a media reasonably requested by County.

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

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

8.53.3 Following expiration or any termination of this Agreement, Contractor shall maintain all material including books, records, documents and any

other evidence bearing on the costs and expenses of Contractor under this Agreement, in accordance with Paragraph 8.42 (Record Retention and Inspection/Audit Settlement).

- 8.53.4** Expiration or termination of this Agreement for any reason will not release either party from any liabilities or obligations set forth in this Agreement, which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) which remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

8.54 INTENTIONALLY OMITTED

8.55 VALIDITY AND ENFORCEABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, unenforceable or illegal, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, and any part of the Agreement held to be invalid or unenforceable shall be revised so as to make it valid and enforceable, consistent with the intent of the parties expressed in that provision. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.

8.56 WAIVER

No waiver by County of any breach of any provision of this 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 this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.58 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.57 WARRANTY AGAINST CONTINGENT FEES

- 8.57.1** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this 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.

- 8.57.2** For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the amounts due to Contractor or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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

- 8.58.1** Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax

obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

- 8.58.2** Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with [Los Angeles Code Chapter 2.206](#).

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

Failure by Contractor to maintain compliance with the requirements set forth in Paragraph 8.16 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure by Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor pursuant to [County Code Chapter 2.206](#).

8.60 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 ([Elections Code Section 14000](#)). No less than ten (10) days before every statewide election, Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of such [Section 14000](#).

8.61 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

- 8.61.1** Contractor acknowledges that County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

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

- 8.61.3** Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

8.62 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

Contractor shall comply and ensure that all of its subcontractors comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#), Employment Discrimination: Conviction History. Contractor's violation of this Paragraph of the Agreement may constitute a material breach of

the Agreement, upon which County may, in its sole discretion, terminate this Agreement.

8.63 COMPLIANCE WITH COUNTY POLICY OF EQUITY

Contractor acknowledges that County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (hereinafter "CPOE") (<https://ceop.lacounty.gov/>). Contractor further acknowledges that County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, on behalf of itself, its employees and subcontractors, acknowledges and certifies receipt and understanding of the CPOE. Failure by Contractor, its employees or its subcontractors to uphold County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

8.64 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATIONS

A bidder, proposer or other respondent to a County solicitation or Contractor, as applicable, or a subsidiary or subcontractor thereof (hereinafter for purposes of this provision "Vendor"), is prohibited from submitting a bid, proposal or other response to a County solicitation if the Vendor has provided advice or consultation for the solicitation. A Vendor is also prohibited from submitting a bid, proposal or other response to a County solicitation if the Vendor has developed or prepared any of the solicitation materials on behalf of County. A violation of this provision shall result in the disqualification of the Vendor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration or other termination of this Agreement.

8.65 INJURY AND ILLNESS PREVENTION PROGRAM

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

8.66 CAMPAIGN CONTRIBUTION PROHIBITION

Pursuant to California [Government Code Section 84308](#), Contractor and its agents and subcontractors are prohibited from making a contribution of more than \$250 to any County officer for twelve (12) months after the date of the final decision in the proceeding involving this Agreement.

By executing this Agreement, Contractor represents and warrants that neither it nor any of its agents or subcontractors shall make a contribution of more than \$250 to any County officer for twelve (12) months following the Effective Date of the Agreement.

Failure to comply with the provisions of California [Government Code Section 84308](#) and of this Paragraph may be a material breach of the Agreement as determined in the sole discretion of County.

8.67 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

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

8.68 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

8.69 INTELLECTUAL PROPERTY INDEMNIFICATION

8.69.1 Contractor shall indemnify, defend and hold harmless County from and against any and all liability, damages, costs, losses, fees and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and/or utilization of Contractor's Services under this Agreement, including any products of or tools or methodologies used in the provision of Services hereunder, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.69.2 In the event any product of or tool or methodology used in the provision of any Services hereunder becomes the subject of any complaint, claim or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined or subjected to a risk of damages, Contractor, at its sole cost and expense, and provided that County's continued use of Contractor's Services is not materially impeded, shall do one or any of the following:

- a)** Procure for County all rights to continued use of the questioned product, tool or methodology; or
- b)** Replace the questioned product, tool or methodology with a non-questioned item; or
- c)** Modify the questioned product, tool or methodology to render it free of claims.

8.70 SURVIVAL

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the

following Paragraphs and Exhibits shall survive any termination or expiration of this Agreement:

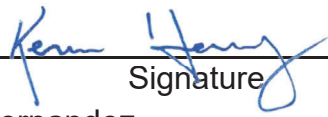
- Base Agreement – Paragraph 5.3 (No Payment for Services Provided Following Expiration/Termination of Agreement)
- Base Agreement – Paragraph 7.4 (Confidentiality)
- Base Agreement – Paragraph 8.7 (Compliance with Applicable Laws, Rules and Regulations)
- Base Agreement – Paragraph 8.24 (Governing Law, Jurisdiction and Venue)
- Base Agreement – Paragraph 8.25 (Protection of Medical Information)
- Base Agreement – Paragraph 8.27 (Indemnification)
- Base Agreement – Paragraph 8.28 (General Provisions for All Insurance Coverage)
- Base Agreement – Paragraph 8.29 (Insurance Coverage)
- Paragraph 8.42 (Record Retention and Inspection/Audit Settlement)
- Paragraph 8.46 (Termination For Breach Of Warranty To Maintain Compliance With County's Child Support Compliance Program)
- Paragraph 8.64 (Prohibition from Participation in Future Solicitations)
- Paragraph 8.70 (Survival)
- Exhibit A (Additional Provisions)
- Exhibit D (Acknowledgement and Confidentiality Agreement)

**AGREEMENT
FOR
SECURITY GUARD SERVICES**

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

CONTRACTOR

Inter-Con Security Systems, Inc.

By 
Signature
Kevin Hernandez

Printed Name
Chief Strategy Officer

Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By 
PATRICE SALSEDA
Principal Deputy County Counsel

**LOS ANGELES COUNTY
DEPARTMENT OF HEALTH SERVICES**



SECURITY GUARD SERVICES

**EXHIBIT A
ADDITIONAL PROVISIONS**

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ATTACHMENTS

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Attachment 4	Information Security and Privacy Requirements (Intentionally Omitted)
Attachment 5	License and Proprietary Rights (intentionally Omitted)
Attachment 6	Payroll Statement of Compliance

EXHIBIT A

ADDITIONAL PROVISIONS

1. OVERVIEW

This Exhibit A (Additional Provisions) to the Agreement, including any attachments hereto (hereinafter also “Additional Provisions”), sets forth the terms and conditions for provision of Services pursuant to the Agreement. These Additional Provisions are in addition to the terms and conditions of the Base Agreement under the Agreement.

Unless otherwise specified herein, those terms and phrases with the initial letter capitalized that are not expressly defined herein shall have the meanings given to such in the Base Agreement under the Agreement.

2. INFORMATION PRIVACY AND SECURITY

2.1 COUNTY INFORMATION

By executing the Agreement, Contractor (on behalf of itself and any and all employees, agents and subcontractors) (i) acknowledges and agrees that it will not and may not store, maintain or access on or from non-County equipment/devices any County data or information for provision of Services under the Agreement, and (ii) certifies its compliance with the requirements of this Paragraph 2 prior to commencement of Services hereunder and for as long as Contractor or any of its employees, agents or subcontractors is in possession of any County data or information, including patient, personally identifiable and any other sensitive information (hereinafter “County Information”).

2.2 HIPAA OBLIGATIONS

Contractor acknowledges that County is subject the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (hereinafter “HIPAA”) and regulations promulgated thereunder, including the Privacy, Security, Breach Notification and Enforcement Rules at 45 Code of Federal Regulations (hereinafter “C.F.R.”) Parts 160 and 164 (hereinafter, collectively, “HIPAA Rules”). As a provider of Services for County, Contractor agrees to the applicable provisions relating to HIPAA as specified in Attachment 1 (HIPAA Compliance), attached hereto.

2.3 SECURITY AND PRIVACY INCIDENTS

In the event of a security or privacy Incident (as defined below), Contractor shall:

- Promptly notify the DHS Chief Information Security Officer, the DHS Information Security Officer and the DHS Chief Privacy Officer of any suspected, attempted, successful or imminent threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification or destruction (hereinafter “Incident”) of County Information within 24 hours of detection. All notifications shall be submitted via encrypted email and telephone to the following:
 - **DHS Chief Information Security Officer and DHS Chief Privacy Officer** – via DHS Enterprise Help Desk at helpdesk@dhs.lacounty.gov and by phone at (323) 409-8000
 - **DHS Chief Information Security Officer** – Jeff Zito at jzito@dhs.lacounty.gov
 - **DHS Chief Privacy Officer** – Jennifer Papp, RD, CHPC at jpapp@dhs.lacounty.gov

- **Departmental (DHS) Information Security Officer** – Vahe Haratounian at vharatounian@dhs.lacounty.gov
- Include the following information in all notices:
 - The date and time of discovery of the Incident;
 - The approximate date and time of the Incident;
 - A description of the type of County Information involved in the reported Incident;
 - A summary of the relevant facts, including a description of measures taken to respond to and remediate the Incident, and any planned corrective action(s) as they are identified; and
 - The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the Incident.
- Cooperate with County to investigate the Incident and seek to identify the specific County Information involved in the Incident as requested by County, without charge, unless the Incident was caused by the acts or omissions of County. As information about the Incident is collected or otherwise becomes available to Contractor, and unless prohibited by law, Contractor shall provide information regarding the nature and consequences of the Incident that are reasonably requested by County to allow County to notify impacted individuals, government agencies and/or credit bureaus.
- Assist and cooperate with forensic investigators, County, law firms and/or law enforcement agencies at the direction of County to help determine the nature, extent and source of any Incident and reasonably assist and cooperate with County on any additional disclosures that County is required to make as a result of the Incident.

Notwithstanding any other provisions in the Agreement, Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by Contractor's weaknesses, negligence, errors or lack of information security or privacy controls or provisions or otherwise failure to comply with any of the terms or conditions of this Paragraph 2.

2.4 DATA DESTRUCTION

Contractor that has maintained, processed or stored on non-County equipment/devices any County data and/or information, implied or expressed, has the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization, available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within or outside of Los Angeles County. County must receive within ten (10) business days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable and indecipherable.

Contractor must certify that any County data stored on purchased, leased or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers and/or workstations, are destroyed consistent with the current

National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was properly destroyed and is unusable, unreadable, and/or undecipherable.

2.5 EQUITABLE REMEDIES

Failure on the part of Contractor to comply with any of the provisions of this Paragraph 2 shall constitute a material breach of the Agreement, upon which County may suspend or terminate for default the Agreement, at its sole discretion, and/or take such other actions as deemed necessary or appropriate by County or required by law. Contractor also acknowledges and agrees that due to the unique nature of the sensitive information addressed in this Paragraph 2 there can be no adequate remedy at law for any breach of Contractor's obligations hereunder, and, therefore, upon any such breach or any threat thereof, County shall be entitled to appropriate equitable remedies and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies County might have at law or equity.

2.6 PRIVACY AND SECURITY INDEMNIFICATION

Notwithstanding any provision of the Agreement to the contrary, whether expressly or by implication, 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, including its officers, employees, agents and subcontractors, to comply with (i) the provisions of this Paragraph 2 or (ii) any Federal and/or State laws in connection with accessing, collecting, processing, storing, disclosing or otherwise using any County Information.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2 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. 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.

2.7 SURVIVAL

The provisions of this Paragraph 2 shall survive the expiration or termination of the Agreement.

3. INSURANCE REQUIREMENTS

The insurance coverage requirements set forth in Attachment 2 (Additional Insurance Requirements) to this Exhibit A supplement and/or replace those specified in the Base Agreement under the Agreement.

4. CONTRACTOR PERSONNEL

4.1 MEDICAL HEALTH SCREENING

Unless otherwise instructed by County or specified in the Statement of Work, Contractor shall ensure that all of Contractor's staff that may provide Services at any County healthcare facility or site (hereinafter, for purposes of this Paragraph, "healthcare

campus") pursuant to the Agreement, prior to commencement of such Services at a healthcare campus, shall have undergone and successfully passed a current health screening consistent with the DHS policy and the requirements of Attachment 3 (Medical Health Screening), attached hereto (hereinafter "Medical Health Screening"). The cost of Medical Health Screening shall be borne by Contractor.

4.2 INFECTION CONTROL

Unless otherwise instructed by County or specified in the Statement of Work, Contractor shall ensure that any of Contractor's staff entering any of County facilities or coming into contact with the public shall comply with and strictly adhere to the applicable County Infection Control and Employee Health Guidelines, provided or made available by County, to prevent the transmission of infections and to ensure prompt and appropriate treatment of Contractor's staff in the event of exposure. If any member of Contractor's staff is diagnosed with having an infectious disease, of which Contractor is made aware, and such person has had contact with a County patient or a member of the public during the usual incubation period for such infectious disease, then Contractor shall report such occurrence to County's Project Manager, or authorized designee for each site where Services were provided by such staff, within twenty-four (24) hours of becoming aware of the diagnosis. Notwithstanding the foregoing, Contractor shall not allow any member of Contractor's staff to come onto County premises if Contractor is aware that such person is diagnosed with having an infectious disease.

For purposes of the Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases (California Code of Regulations, Title 17).

4.3 BACKGROUND AND SECURITY INVESTIGATIONS

Unless otherwise instructed by County or specified in the Statement of Work, all Contractor personnel providing Services under the Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition to beginning and continuing to provide any such Services. County will use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. County may elect to perform the background check.

County may request that Contractor's staff member be immediately prohibited from providing Services under the Agreement at any time during the term of the Agreement, if such staff member does not pass a background investigation to the satisfaction of County or whose background or conduct is incompatible with any Service Site access requirements. County will not provide to Contractor or to Contractor's staff any information obtained through County conducted background clearance.

County may also immediately, at its sole discretion, deny or terminate any Service Site access to Contractor's staff that do not pass such investigation(s) to the satisfaction of County or whose background or conduct is incompatible with such Service Site's access requirements.

Disqualification, if any, of Contractor's staff pursuant to this Paragraph 4.3 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Agreement.

The provisions of this Paragraph 4.3 shall also apply to subcontractors of Contractor.

4.4 CONTRACTOR'S STAFF IDENTIFICATION

Contractor and any of its staff that may be assigned to or may provide Services at any of County's facilities or other sites, including Services Sites, are required to have a County identification (hereinafter "ID") badge, which they shall wear or otherwise visibly display at all times while at such sites. Contractor shall bear all cost and expense of the badging. Contractor shall ensure that all staff have obtained a County ID badge before they are assigned to or may commence work at any County facility or other site. Contractor staff may be asked by a County representative to leave a County facility or other site if they do not have the proper County ID badge on their person.

- 4.4.1 Contractor shall notify County within one (1) business day when staff has terminated employment with Contractor or is otherwise terminated from working under this Agreement and shall return such staff's County ID badge to County on the next business day following the termination.
- 4.4.2 If County requests removal of Contractor's staff from working on this Agreement, Contractor shall retrieve and return such staff's County ID badge to County on the next business day following the removal.

5. PROPRIETARY CONSIDERATIONS

5.1 LICENSE

Contractor hereby grants to County, its authorized users and patients a license to use the Services, including any software, equipment, designs, plans, technologies and/or any other intellectual property that may be utilized for provision of Services and/or accessed by County or its patients, together with related documentation and other specifications (hereinafter "License"), as further specified in Attachment 5 (License and Proprietary Rights) attached hereto.

5.2 OWNERSHIP

All data provided by County, including its users and patients, is and shall remain the property of County and is subject to the data destruction and/or return requirements set forth in Attachment 4 (Information Security and Privacy Requirements) attached hereto or Paragraph 2 (Information Privacy and Security) above, as applicable.

Further, Contractor agrees that County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities and tools (hereinafter "materials") which are originated or created specifically for County through Contractor's work pursuant to the Agreement. Contractor, therefore, for valuable consideration herein provided, hereby assigns and transfers to County all of Contractor's right, title and interest in and to all such materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor. Upon request of County, Contractor shall execute all documents and perform all other necessary acts to assign and transfer to and vest in County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights, which arise pursuant to Contractor's work under the Agreement.

6. INTENTIONALLY OMITTED

7. COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

7.1 LIVING WAGE PROGRAM

This Agreement is subject to the provisions of County's ordinance entitled "Living Wage Program" as codified in [Sections 2.201.010 through 2.201.100 of the Los Angeles County Code](#).

7.2 PAYMENT OF LIVING WAGE RATES

- 7.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Program ([Section 2.201.020 of the County Code](#)) or that Contractor qualifies for an exception to the Living Wage Program ([Section 2.201.090 of the County Code](#)), Contractor must pay its employees for the employees' services provided to County no less than (i) the applicable hourly living wage rate published by County (hereinafter "Living Wage Rate") or (ii) to the extent applicable, the applicable minimum wage rate for health care employees covered under SB 525 (hereinafter "SB 525 Wage Rate") as set forth in Paragraph 9 (Minimum Wage for Health Care Employees), whichever is greater, including, without limitation, "Travel Time" as defined below (hereinafter, for purposes of this Paragraph 7 "Minimum Wage Rate").
- 7.2.2 For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under the Agreement. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor will be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of Contractor under the laws of California, and who is providing full-time or part-time services to Contractor, which are provided to County under the Agreement. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- 7.2.3 If Contractor is required to pay a living wage when the Agreement commences, Contractor must continue to pay a living wage for the entire term of the Agreement, including any option period(s).
- 7.2.4 If Contractor is not required to pay a living wage when the Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor must immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for the exception to the Living Wage Program. In either event, Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Agreement, including any option period. County may also require, at any time during the term of the Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor will immediately be required to pay the living wage for the remaining term of the Agreement, including any option period.
- 7.2.5 For purposes of Contractor's obligation to pay its employees the applicable hourly living wage rate under this Agreement, "Travel Time" will have the following two meanings, as

applicable: (1) with respect to travel by an employee that is undertaken in connection with this Agreement, Travel Time will mean any period during which an employee physically travels to or from a County facility if Contractor pays the employee any amount for that time or if California law requires Contractor to pay the employee any amount for that time; and (2) with respect to travel by an employee between County facilities that are subject to two different agreements between Contractor and County (of which both agreements are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if Contractor pays the employee any amount for that time or if California law requires Contractor to pay the employee any amount for that time.

7.3 CONTRACTOR'S SUBMITTAL OF CERTIFIED MONITORING REPORTS

Contractor must submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports must list all of Contractor's employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports must be submitted on the form(s) under Attachment 6 (Payroll Statement of Compliance) hereto or other County approved form(s) containing the information specified above. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor must promptly provide such information. Contractor, through one of its officers, must certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

7.4 CONTRACTOR'S ONGOING OBLIGATION TO REPORT LABOR LAW-PAYROLL VIOLATIONS AND CLAIMS

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

7.5 COUNTY AUDITING OF CONTRACTOR RECORDS

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

7.6 NOTIFICATIONS TO EMPLOYEES

Contractor must place County-provided living wage posters at each of Contractor's places of business and locations where Contractor's employees are working. Contractor must also distribute County-provided notices to each of its employees at least once per year.

Contractor must translate posters and handouts into Spanish and any other language spoken by a significant number of Contractor's employees.

7.7 ENFORCEMENT AND REMEDIES

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

7.7.1 REMEDIES FOR SUBMISSION OF LATE OR INCOMPLETE CERTIFIED MONITORING REPORTS

If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of the Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

1. Withholding of Payment

If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

2. Liquidated Damages

It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to ascertain; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be ascertained at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until County has been provided with a properly prepared, complete and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

3. Termination

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

7.7.2 REMEDIES FOR PAYMENT OF LESS THAN REQUIRED LIVING WAGE

If Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

1. Withholding Payment

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

2. Liquidated Damages

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

3. Termination

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

7.7.3 DEBARMENT

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

7.8 **USE OF FULL-TIME EMPLOYEES**

With the exception of Contingency Guards, Contractor shall assign and use full-time employees of Contractor to provide services under the Agreement, unless Contractor can demonstrate to the satisfaction of County that it is necessary to use staff that are not full-time employees based on staffing efficiency or County requirements for the work to be performed under the Agreement. Contractor agrees not to, under any circumstance, assign or use for provision of services under the Agreement any staff that are not full-time employees of Contractor, unless and until County has provided written authorization for use of such staff. Contractor submitted with its proposal a full-time employee staffing plan. If Contractor changes its full-time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

7.9 **CONTRACTOR RETALIATION PROHIBITED**

Contractor and/or its employees must not take any adverse action which would result in the loss of any benefit of employment, any contract benefit or any statutory benefit for any employee, person or entity who has reported Contractor's violation of the Living Wage

Program to County or to any other public or private agency, entity or person. Any violation of the provisions of this Paragraph may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

7.10 CONTRACTOR STANDARDS

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

7.11 EMPLOYEE RETENTION RIGHTS

7.11.1 Contractor must offer employment to all retention employees who are qualified for such jobs. For purposes of this Paragraph, a "retention employee" is an individual:

- a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
- b. Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the effective date of this Agreement, which predecessor contract was terminated by the County prior to its expiration; and
- c. Who is or will be terminated from their employment as a result of the County entering into this Agreement.

7.11.2 Contractor will not be required to hire a retention employee who:

- a. Has been convicted of a crime related to the job or his or her performance; or
- b. Fails to meet any other County requirement for employees of contractors.

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

7.12 NEUTRALITY IN LABOR RELATIONS

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

8. EQUITABLE ACCESS TO HEALTHCARE FOR CONTRACTED EMPLOYEES

On April 4, 2023, the Board passed the Equitable Access to Healthcare for Contracted Employees Motion (hereinafter "Motion") directing DHS, in collaboration with other County departments, to:

1. Develop and implement a policy mandating that all new Proposition A contracts for security, environmental, including janitorial, and food services for County hospitals managed by DHS, including those provided under the Agreement, require 100% employer-paid healthcare premiums for employees, who work 30 hours or more per week, at the minimum actuarial value of the Affordable Care Act (hereinafter "ACA")

individual gold plan coverage (hereinafter "Gold Plan"), with the implementation deadline of December 31, 2023; and

2. Require Labor Peace Agreements for all such Proposition A contracts.

8.1 EMPLOYER PAID HEALTHCARE PREMIUMS

Contractor hereby agrees to comply with the Motion during the term of the Agreement and to provide 100% employer-paid healthcare premiums for Contractor's employees, who work 30 hours or more per week and elect to accept the healthcare benefits offered by Contractor, at the minimum actuarial value of the ACA Gold Plan at no cost to the employees.

8.2 LABOR PEACE AGREEMENTS

- 8.2.1 Contractor shall implement and shall ensure that each subcontractor implement, prior to providing any Services under the Agreement, a Labor Peace Agreement, which shall be maintained for the term of the Agreement. As used herein, a "Labor Peace Agreement" is a written agreement between Contractor or any of its subcontractors and a labor organization representing their employees that contains a provision prohibiting the labor organization and its members from engaging in any picketing, work stoppage, boycott or any other economic interference with the Services provided for County under the Agreement.
- 8.2.2 Contractor, therefore, represents and warrants that (i) it and each of its subcontractors that may provide Services under the Agreement shall execute prior to provision of Services and maintain during the term of the Agreement a Labor Peace Agreement with any labor organization representing or seeking to represent the employees of Contractor or any such subcontractor; (ii) it shall have submitted to County a copy of evidence of each such executed Labor Peace Agreement; and (iii) such Labor Peace Agreements shall prohibit during the term of the Agreement labor organizations and their members from engaging in picketing, work stoppages, boycotts or any other economic interference with the business of County, including County facilities and other Service Sites serviced under the Agreement.
- 8.2.3 Contractor acknowledges and agrees (i) that failure by Contractor or any of its subcontractors to enter into and maintain during the term of the Agreement a Labor Peace Agreement shall be deemed a material breach of the Agreement, entitling County to terminate the Agreement for default; and (ii) that it would be impracticable and extremely difficult to ascertain the actual damages resulting from such breach, also entitling the County to liquidated damages in accordance with the provisions of the Agreement in addition to any other rights and remedies otherwise available at law or in equity.
- 8.2.4 Notwithstanding any breach of a Labor Peace Agreement by a labor organization representing or seeking to represent the employees of Contractor or any subcontractor that may provide Services under the Agreement or by any of such labor organization's members, Contractor shall remain fully responsible for meeting the requirements of the Agreement, including supplying sufficient personnel for provision of Services thereunder.
- 8.2.5 The requirements of this provision apply to the extent the employees of Contractor and/or any of its subcontractors are represented by a labor organization as of the Effective Date or during the term of the Agreement.

9. MINIMUM WAGE FOR HEALTH CARE EMPLOYEES

The Services provided under this Agreement may be subject to the requirements of the California Senate Bill (hereinafter "SB") 525, as codified under California Labor Code Section 1182.14 et seq. and elsewhere under California law. To the extent SB 525 is applicable to Contractor and the Services provided hereunder, Contractor agrees to comply with the requirements of SB 525, as such may be amended, and, during the term of the Agreement, pay its employees, at a minimum, the applicable minimum SB 525 Wage Rate (defined above), including for provision of Services under the Agreement. If Contractor is also subject to the living wage requirements specified under Paragraph 7 (Compliance with County's Living Wage Program), if any, then the Minimum Wage Rate under such Paragraph 7 (Compliance with County's Living Wage Program) shall be the greater of the applicable Living Wage Rate (defined above) and the SB 525 Wage Rate, if applicable.

10. COMPLIANCE WITH COUNTY'S ADVANCING HIGH ROAD JOBS INITIATIVE

The County has established a "Advancing High Road Jobs" Initiative (link: [Advancing High Road Jobs by Harnessing the County's Procurement Power as a Market Participant Motion](#)) to create opportunities for full-time employment not just within the County but in the private sector. This Initiative is focused on hiring qualified employees, and providing high road jobs, from the County's High-Road Training Partnership ("H RTP") programs and other pre/apprenticeship and job training programs, including County pipeline programs like Preparing Los Angeles for County Employment ("PLACE") and the Delete the Divide Internship, that are part of a network of America's Job Centers of California ("AJCCs"), overseen by County's Department of Economic Opportunity ("DEO"), working together to help Los Angeles County residents succeed in the job market. They achieve this by providing education, training, career counseling, and support services funded through the Workforce Innovation and Opportunity Act ("WIOA"). WIOA focuses on assisting adults, dislocated workers, and youth in finding employment. The County's AJCCs play a key role by funding training programs and state certifications, equipping participants with the skills and qualifications needed to secure jobs. The County's AJCC information can be found at: [Los Angeles County Business Development Services, Business Resources](#).

- 10.1 In support of this initiative, throughout the Initial Term of the Agreement, County has established a 20% hiring goal to such qualified employees in County's AJCCs. Contractor must consider hiring such qualified employees for open opportunities as they become available.
- 10.2 To obtain the list of qualified security employees that are certified and trained by County in the AJCCs, Contractor will be provided direct access to the AJCC referral portal where County will refer qualified security employees to Contractor.
- 10.3 Within thirty (30) calendar days after the Effective Date of the Agreement, Contractor must provide to County its comprehensive annual hiring plan that outlines its commitment to achieve the 20% hiring goal throughout the Initial Term of the Agreement to such qualified employees in County's AJCCs.
- 10.4 Contractor must submit a semi-annual hiring report. The report must include, at a minimum, a description of the position(s) that was fulfilled, number of programs

participants hired, and program name. The semi-annual report must be submitted electronically to the designated County personnel.

ATTACHMENT 1
HIPAA COMPLIANCE

ATTACHMENT 1.3

INADVERTENT ACCESS

Contractor expressly acknowledges and agrees that the provision of Services under the Agreement does not require or permit access by Contractor or any of its officers, employees or agents to any patient medical records/patient information, including PHI as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Accordingly, Contractor shall instruct its officers, employees and agents that they are not to pursue or gain access to patient medical records/patient information, including PHI, for any reason whatsoever.

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

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

ATTACHMENT 2
ADDITIONAL INSURANCE REQUIREMENTS

ATTACHMENT 2.1

ADDITIONAL INSURANCE REQUIREMENTS

In addition to, and subject to, the requirements and any other provisions of the Agreement relating to insurance and/or in lieu of the insurance programs and coverages specified in the Base Agreement under the Agreement, Contractor shall provide and maintain for the term of the Agreement and thereafter, to the extent required herein, the insurance coverage(s) specified below. As used herein, the term "County and its Agents" shall mean and refer to the County of Los Angeles and its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers. Contractor acknowledges and agrees that the coverages required hereunder shall not in any way limit the liability of Contractor.

1. SEXUAL MISCONDUCT LIABILITY COVERAGE

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

ATTACHMENT 3

MEDICAL HEALTH SCREENING

All Contractor personnel that may provide services pursuant to the Agreement shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment before commencing any services under the Agreement. Contractor shall use the DHS forms and medical health screening methodology provided or requested by County.

The medical health screening shall be performed by a physician or other licensed healthcare professional ("PLHCP") authorized to perform such screening, with all costs and expenses of such to be borne by Contractor. County, at its sole option, may also elect to have some of the assessments and screening services of Contractor personnel to be provided by DHS Employee Health Services ("EHS"). Upon such election by County, Contractor personnel shall be required to present a written authorization from County prior to obtaining any screening services from DHS EHS. DHS, at its option, will charge Contractor for the costs of any such services provided by DHS EHS or deduct the costs from the amounts owed by County to Contractor for services provided by Contractor under the Agreement, regardless of whether Contractor personnel pass or fail the screening.

Each member of Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using County's "Health Clearance E2" forms. The forms must be signed by a healthcare provider attesting that all information is true and accurate, OR, in the alternative, such member of Contractor personnel may supply all required source documents to DHS EHS for verification.

Contractor must provide DHS EHS with the source documents for each member of Contractor personnel for review within four (4) hours of a request. Failure to provide the appropriate source documentation of health screenings/clearance will result in immediate release of such member of Contractor personnel from assignment without reinstatement until the person is compliant. Contractor shall maintain all source documents pertaining to all Contractor personnel's pre-employment and annual health evaluation, Tuberculosis, Respiratory Fit Testing and other required immunizations including COVID-19 vaccinations.

DHS facility staff are required to ensure that each member of Contractor personnel (i) receives the appropriate documents; (ii) has submitted them to the applicable DHS facility EHS; and (iii) has obtained health clearance prior to beginning the work assignment under the Agreement.

No person shall be allowed to work at any time inside any DHS healthcare providing facility without appropriate documentation of health screening. Lack of evidence of immunity to certain diseases will restrict assignment locations within the DHS facilities.

All Contractor personnel who have potential exposure to respiratory hazards and/or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style and size as the respirator that will be used at the applicable DHS facility. If so instructed by County or the applicable DHS facility, this will be an annual mandatory requirement.

Per County policy, Contractor personnel are required to comply with annual health screening. Unless specified otherwise in the Agreement, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "E2 Annual Health Clearance". Contractor personnel will be provided with the necessary

documentation for completion and submission to their PLHCP. The PLHCP will be required to complete the documents and submit them to Contractor, as appropriate, with the completed forms.

Contractor personnel will be given a 30-day reminder to comply with annual health screening requirements. A member of Contractor personnel who does not comply with annual or other health screening requirements may, at County's option, be given a letter indicating that such person has five (5) days to comply or be released from assignment. A copy of the "letter" will be provided to the supervisor/sponsor of such member of Contractor personnel for action. In any event, failure to provide documentation of health screening/clearance will result in immediate release from assignment without reinstatement until compliant.

Contractor personnel potentially exposed to occupational hazards will be provided emergency services within the allowable time frames, with the cost of such emergency services to be borne by Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing services for County will be reported on the OSHA Log 300/301, as required by Federal and State regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical care will be provided by the DHS EHS or the applicable facility's Emergency Room, with the cost of such medical care to be borne by Contractor, as appropriate. Contractor personnel may seek initial care for such injury or exposure from the facility EHS or DHS EHS within the allowable treatment time frames, with the cost of such care to be borne by Contractor, as appropriate. Subsequent follow-up treatments will be conducted through the appropriate agency's worker compensation medical provider, or individual's physician.

ATTACHMENT 4
INFORMATION SECURITY AND PRIVACY REQUIREMENTS
(INTENTIONALLY OMITTED)

ATTACHMENT 5
LICENSE AND PROPRIETARY RIGHTS
(INTENTIONALLY OMITTED)

ATTACHMENT 6
PAYROLL STATEMENT OF COMPLIANCE

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

Do hereby state:

That (i) I pay or supervise the payment of the persons employed by (Contractor/Subcontractor) on the _____ (Agreement); (ii) during the payroll period commencing on the _____ (day) of _____ (Month and Year) and ending the 04-29-~~(day)~~ of Kevin ~~(Month and Year)~~, all persons employed on such Agreement have been paid the full weekly wages earned; (iii) no rebates have been or will be made, either directly or indirectly, to or on behalf of (Contractor/Subcontractor) from the full weekly wages earned by any person; (iv) no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and as may be described below:

_____;

(v) any payrolls otherwise under the Agreement required to be submitted for the above period are correct and complete; and (vi) the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the Agreement.

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

Print Name and Title

Owner or Company Representative Signature:

Date:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT CONTRACTOR OR SUBCONTRACTOR TO CIVIL AND/OR CRIMINAL PROSECUTION. IN ADDITION, CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

EXHIBIT B
STATEMENT OF WORK
FOR
SECURITY GUARD
SERVICES

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STATEMENT OF WORK FOR SECURITY GUARD SERVICES

The provisions herein below, including any Attachments hereto, set forth the scope of and requirements for Guard Security Services (also "Services") to be provided by Contractor pursuant to the Agreement with the County of Los Angeles ("County") that may be awarded as a result of Request for Proposals No. HS-1158 ("RFP") issued by County's Department of Health Services ("DHS" or "Department"). This base document included in Exhibit B (Statement of Work) to the RFP or Exhibit B (Statement of Work) to the Agreement, as applicable, together with any Attachments hereto, shall be referred to as a "Statement of Work" or "SOW".

1.0 BACKGROUND AND OVERVIEW

Currently, DHS is responsible for providing Security Guard Services for its administrative offices, hospitals, health centers and clinics. Contractor shall be required to provide Services for any or all of the Service Sites identified in Attachment 1 (Service Sites) to this SOW in accordance with the requirements of the Agreement, including the Statement of Work, in exchange for payment of the applicable Service Fees set forth in the Pricing Schedule.

2.0 DEFINITIONS

Unless defined herein, the terms and phrases used throughout the Statement of Work shall have the particular meanings given to such in the Base Agreement under the Agreement. The terms and phrases used throughout the Statement of Work, with the initial letter capitalized where applicable, shall have the particular meanings specified below in this Paragraph 2.0.

- 2.1 **"Additional Services"** – shall have meaning specified in Paragraph 6.1 (Additional Services) of this SOW.
- 2.2 **"Area"; "Service Area"** – shall mean the area designated for the Service Site(s) for which Services shall be provided under the Agreement.
- 2.3 **"Business Hours"** – shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Time ("PT").
- 2.4 **"Contingency Guards"** – shall mean a 15% pool of available Guards not currently assigned to an existing Service Site, but onboarded by DHS and ready to be deployed to any Service Site in accordance with the provisions hereof, including Paragraph 5.2.2 (Contingency Guards).
- 2.5 **"Contract Discrepancy Report"; "CDR"** – shall mean a County issued report based on the form set forth in Attachment 2 (Contractor Discrepancy Report) to this SOW that will be used by County's Project Manager to record discrepancies and/or other problems with Contractor's compliance with the provisions of the Agreement, including the Statement of Work. A copy of the CDR will be provided to Contractor for response and corrective action as necessary.

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- 2.6 **“COOP”** – shall have meaning specified in Paragraph 5.5.1 (Contractor's Continuity of Operations Plan) of this SOW.
- 2.7 **“Coverage Plan”** – shall mean a document created by County that indicates the placement of Posts throughout the Service Sites(s). The coverage requirements for each Service Area are specified in the applicable Attachment (4.1 – 4.4) under Attachment 4 (Minimum Staff Coverage) to this SOW.
- 2.8 **“Daily Activity Report”; “DAR”** – shall mean a log based on Contractor's form used by Guards and Supervising Guards to record events throughout the day at their assigned Post.
- 2.9 **“Electronic Post Confirmation System”; “System”; “EPCS”** – shall mean an automated check-in system to be provided by Contractor in accordance with Paragraph 3.2.8 (Electronic Post Confirmation System).
- 2.10 **“Guard”** – shall refer to the job classification for Guard I, Guard II or Guard III.
- 2.11 **“Hourly Rate”** – shall have meaning specified in Paragraph 3.2.3.D (Reimbursement) of this SOW.
- 2.12 **“Matrix Report”** – shall mean a report based on Contractor's form with information relating to Contractor's staff's is compliance with personnel requirements in the Agreement, as further described in this SOW including Paragraph 5.4.4 (Matrix Report).
- 2.13 **“Monthly Inspection Report”; “MIR”** – shall mean a monthly report to be provided by Contractor documenting services provided, problems identified and corrective actions taken by Contractor, as further specified in Paragraph 5.4.1 (Monthly Inspection Report) of this SOW.
- 2.14 **“Open Post”** – shall refer to an assigned Post with no coverage, tracked in one-hour increments.
- 2.15 **“Performance Requirements Summary”; “PRS”** – shall mean a document that may be used by County for identifying critical performance indicators related to the Agreement, including the Statement of Work, which will be evaluated by County to determine whether Contractor meets the applicable performance standards.
- 2.16 **“Post”** – shall mean any physical location at a Service Site where Guards may be assigned to provide coverage.
- 2.17 **“Post Order(s)”** – shall mean County orders outlining duties, responsibilities and expectations of Guards and Supervising Guards at the Posts, including general Post Orders and Service Site specific Post Orders, as further described in Paragraph 5.1.2 (Post Orders) of this SOW.
- 2.18 **“Required Services”** – shall mean any Services that are required to be provided under the Agreement, including this Statement of Work.
- 2.19 **“Security Incident Report”; “SIR”** – a County form that must be completed by Contractor to report any significant security incidents, as further described in Paragraph 5.4.3 (Security Incident Reports) of this SOW.

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- 2.20 **“Security Manager”** – shall refer to the job classification for Security Manager.
- 2.21 **“Security Staff”** – shall mean and refer to any of the Guards, Supervising Guards and/or Security Managers providing Services under the Agreement.
- 2.22 **“Service Site(s)”** – any County owned, managed or authorized facility or other site identified in Attachment 1 (Service Sites) to this SOW.
- 2.23 **“Services”; “Security Services”** – shall mean any tasks, deliverables, goods, services and/or other work that may be provided by Contractor to County pursuant to the Agreement and this Statement of Work, including Security Guard Services.
- 2.24 **“Shift”** – predetermined number of hours identified by Contractor for provision of coverage for a Post.
- 2.25 **“Supervising Guard”** – shall refer to the job classification for Supervising Guard.
- 2.26 **“Vehicle Mileage Report”** – shall mean a Contractor provided report listing all vehicles used for provision of Services under this Agreement, which must include, at a minimum: vehicle description (make, model, year); license plate numbers; vehicle identification numbers; and mileage of each vehicle.

3.0 REQUIRED SERVICES

3.1 SERVICE SITES

The Service Sites approved for the provision of Services under the Agreement are identified in Attachment 1 (Service Sites) to this SOW. The list of Service Sites may be modified by an amendment or other appropriate modification to the Agreement in accordance with the provisions of the Agreement.

3.2 SCOPE OF SERVICES

Scope of Contractor's Services under the Agreement shall include the provision of Security Services by trained, professional, courteous, uniformed and equipped Guards to ensure each Service Site is safe, secured and monitored, as further described in this Paragraph 3.2 below.

3.2.1 GUARD POST COVERAGE

Contractor shall assign Guards at the Service Site(s) specified in Attachment 1 (Service Sites) to this SOW to meet County's needs, as specified below:

- A. Contractor shall determine the shifts needed to deploy Guards to ensure continuous Post coverage in accordance with the applicable Attachment (4.1 – 4.4) under Attachment 4 (Minimum Staff Coverage) to this SOW. Any Open Post without County's written authorization is considered a violation of the Agreement.
 - 1. Contractor shall develop a deployment roster for Post coverage in accordance with the applicable Attachment (4.1 – 4.4) under Attachment 4 (Minimum Staff Coverage) to this SOW, which shall specify the shifts and shall be made available to County upon request.

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2. The deployment roster shall be updated on an ongoing basis to reflect the most recent staffing plan.
- B. Any exceptions, modifications or changes to Post coverage must have prior written approval of County.
- C. In the event County increases Post coverage requirements, Contractor shall work with County to develop a plan for any additional Guard(s) needed for the expanded coverage, together with the shift(s). Changes to Post coverage shall be memorialized by a modification to the Agreement in accordance with Paragraph 6.2 (Changes to Scope).

3.2.2 POST ORDERS

Contractor shall ensure that all Guards, Supervising Guards and Security Managers receive a copy of and are knowledgeable with the general and Service Site specific Post Orders as specified in Paragraph 5.1.2 (Post Orders) of this SOW.

3.2.3 EMERGENCY SERVICES

A. Staff Availability

Contractor staff shall be available to provide Services during any emergency situation, which may include fire, flood, earthquake, civil disturbance, pandemic, epidemic and any other natural or manmade disasters ("Emergency Services").

B. Authorization

If County determines that an emergency situation has triggered the need for Contractor to provide Emergency Services, County will issue an authorization for reimbursing Contractor beyond the scheduled Post coverage for provision of Emergency Services. Any oral authorizations by County will be followed by written confirmation.

C. Coverage

Contractor shall provide coverage for Emergency Services outside of scheduled Post coverage as follows:

- Immediately and no later than one (1) hour from the time of the request; or
- On the date(s) and time as requested by County.

D. Reimbursement

Contractor shall be reimbursed one-and-a-half times the applicable hourly Service Fees ("Hourly Rate") set forth in Exhibit C (Pricing Schedule) to the Agreement for Emergency Services provided within 12 hours of County's request, for the first shift only. Any Emergency Services required thereafter shall be provided utilizing the Contingency Guards in the form of

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Additional Services in accordance with Paragraph 6.1 (Additional Services).

E. Compliance with Labor Laws

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act regarding payment of overtime to its employees, consistent with Paragraph 8.21 (Fair Labor Standards) of the Base Agreement under the Agreement. As specified in Attachment 3 (Performance Requirements Summary) to this SOW, County may impose an assessment against Contractor for failure by Contractor to observe this requirement. County may report Contractor's non-compliance with the California Labor Code to the California Labor Commission.

3.2.4 MATERIALS AND EQUIPMENT

Contractor shall ensure that all Guards, Supervising Guards and Security Managers are equipped with the necessary materials and equipment listed below to perform the Services for each Service Site(s). Unless otherwise specified in writing by the Service Site, Contractor shall be responsible for providing for each of its personnel performing Services hereunder, at a minimum, the following items:

- A. One (1) Sam/Sally Browne belt;
- B. One (1) Handcuff case;
- C. One (1) set Handcuffs plus key;
- D. Four (4) keepers;
- E. One (1) Key Snap;
- F. One (1) heavy-duty 3-cell flashlight approved by County, or approved alternate, with batteries;
- G. One (1) radio holder/pouch;
- H. One (1) Side Handle Baton with Baton Ring or Collapsible Side Handle Baton with Baton Ring. Handler, 12", or the ASP (24" or 26") expandable straight stick;
- I. Appropriate Personal Protective Equipment ("PPE"), including a face masks, goggles, latex gloves and a pouch;
- J. Notebook and pen to document daily activities.

3.2.5 UNIFORMS

Contractor shall provide tailored fit uniforms for each Guard, Supervising Guard and Security Manager working at the Service Site(s). Uniforms must always be clean, neatly pressed and consist of the items listed below. Any exceptions must be approved in writing by County's Project Manager or the Service Site designee, if any.

- A. Trousers – Navy or black;
- B. Shirts – White or blue with the company name/logo;

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- C. Belts – Solid black color, basket weave pattern;
- D. Socks – Solid black or navy blue color;
- E. Shoes – Solid black color, leather material, military style (low laced, plain toed oxfords, with smooth finish);
- F. Shoulder patches, as required by California Business and Professions Code 7582.26(f), on both arms of uniform shirt, polo (if requested by County) and jacket;
- G. Jackets, with appropriate shoulder patches, as appropriate to weather conditions – Navy or black color (as necessary);
- H. Rain gear (as necessary);
- I. Special attire to be provided by Contractor, as requested by County):
 - Black or white polo shirt
 - Tie – Solid black color
 - Tie bar – Gold in color
 - Other appropriate attire reasonably requested by County

3.2.6 VEHICLES AND OTHER TRANSPORTATION

A. Vehicles

Contractor shall, at no cost to County, provide vehicles for Security Managers to conduct patrols, inspections and random visits and to fulfill relief and managing responsibilities at the multiple Service Site(s). As requested by County, Guards may also be assigned to patrol and may need a vehicle for patrolling the Service Site's campus. Contractor's vehicles shall:

1. Be kept clean with no major visible damage;
2. Be clearly identified with Contractor's name and logo;
3. Be less than ten (10) years old;
4. Be in a safe operating condition;
5. Contain copies of vehicle's registration and insurance;
6. Have yellow light bar affixed to roof;
7. Be equipped with or otherwise contain the following items:
 - a. First aid kit
 - b. 5 lb. ABC type fire extinguisher
 - c. Hand-held or vehicle spotlight
 - d. Traffic cones
 - e. Flares
 - f. Yellow scene management (banner guard type) tape

- g. High visibility/reflective vests
 - h. Appropriate PPEs (latex gloves, masks, face shields, goggles, etc.)
 - i. Log containing Guard name and initials, patrol times and mileage (beginning and end of each trip).
8. Be identified and maintained on a list of all vehicles used to provide services under this Agreement, that must include: vehicle description (make, model and year); license plate numbers; vehicle identification numbers; and mileage when vehicle is first to put to use for provision of services hereunder.

B. Other Transportation

- 1. Contractor shall, at no cost to County, also provide transportation other than vehicles, including but not limited to, bicycles and scooters (e.g., Segway) to patrol and conduct inspection rounds throughout each assigned Service Site's campus. All Guards shall wear a yellow or highly reflective vest and helmet while using such other form of transportation. Contractor shall ensure that all other transportation is:
 - a. Kept clean with no major visible damage;
 - b. Less than five (5) years old;
 - c. In a safe operating condition;
 - d. Equipped with reflectors;
 - e. Labeled with an identification number.
- 2. For all other transportation utilized for provision of Services under the Agreement, Contractor shall maintain a current list that includes a description (type and year) and shall assign an identification number.
- 3. Contractor shall ensure that all Guards are trained in the operation of all other transportation being utilized, prior to their first patrol assignment.

3.2.7 RADIOS

Contractor shall provide all Guards and Security Managers with hand-held radios and desktop radios. Contractor shall ensure that:

- A. Radio system is operational and able to operate efficiently and effectively at assigned Service Site(s) without interruption. Each Service Site may have separate radio system requirements, depending on design of the Service Site. Contractor shall be responsible for any and all necessary updates and repairs to the radio system if the system is not efficiently and effectively operational.
- B. Radios adhere to all applicable Federal Communications Commission ("FCC") regulations for all radio communications.

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- C. At least one (1) hand-held radio is fully operational and charged for each of Contractor's staff and, upon County's request, Service Site personnel designated by County.
- D. A desktop radio is available as requested by each Service Site.

3.2.8 ELECTRONIC POST CONFORMATION SYSTEM

Contractor shall provide an automated clock-in/clock-out System, which identifies and verifies covered Posts, Open Posts and patrol times and alerts Contractor's dispatcher when a Guard or Supervising Guard has not reported for duty. Data from the System will be used to create Contractor's invoices for Services.

Unless otherwise directed by County, Contractor shall submit to County for approval the communication plan (i.e., notification to County of any Open Posts and deployment of Guards) before any Services may commence under the Agreement. The EPCS shall have the ability, at a minimum, to:

- A. Upon County's request, generate a report that identifies Contractor's staff clock-in/clock-out times, hours worked and patrol times.
- B. Generate monthly electronic timesheets and invoices.
- C. Alert Contractor's dispatcher when there is an Open Post.

3.3 **CONTRACTOR'S OBLIGATIONS AND REQUIREMENTS**

Contractor shall, at a minimum, meet the obligations and requirements set forth in this Paragraph 3.3 below.

3.3.1 MINIMUM STAFF COVERAGE

Contractor shall ensure that each Service Site is appropriately staffed with Guards, Supervising Guards and Security Managers in accordance with the applicable Attachment (4.1 – 4.4) under Attachment 4 (Minimum Staff Coverage) to this SOW for the Service Area.

3.3.2 PERFORMANCE STANDARDS

- A. Contractor shall ensure that all Security Staff providing Services at each Service Site meet the standards specified in Paragraph 3.4 (Performance Standards and Requirements) of this SOW.
- B. Security Staff shall always present a courteous and business-like demeanor.
- C. Security Staff shall provide protection from bodily harm for employees, visitors, patients and other members of the public.
- D. Security Staff shall safeguard County property against fire, theft, vandalism and illegal entry.
- E. During the coverage of a Post, if a condition exists wherein there is imminent danger of injury to the public or damage to County property, the Guard shall control the situation and intervene, as

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appropriate, to prevent injurious acts to persons or property. As soon as it is safe to do so, Contractor's staff shall notify the Supervising Guard and County of the incident.

3.3.3 MINIMUM REQUIREMENTS

Contractor shall ensure that all Security Staff providing Services at each Service Site meet the minimum requirements for performance of Services at specified in this SOW, including those set forth below.

- A. Contractor shall ensure that Security Staff maintain all required permits and meet all applicable training requirements.
- B. Contractor shall conduct inspections, provide new uniforms when needed and take other appropriate measures to ensure that Security Staff maintain a professional appearance.
- C. Contractor shall ensure that Security Staff are trained in the use of equipment (e.g., weapon scanning equipment) needed for performance of Services at each Service Site.
- D. Contractor shall ensure that Security Staff are knowledgeable with all policies and procedures (i.e., Post Orders, Contractor internal policies, DHS guidelines and any specific Service Site protocols).

3.4 PERFORMANCE STANDARDS AND REQUIREMENTS

3.4.1 LICENSES, CERTIFICATIONS AND QUALIFICATIONS

Contractor shall have obtained and maintain during the term of the Agreement all current licenses, permits, registrations, certifications and accreditations applicable to the performance of this Agreement and the Services provided hereunder. Copies and/or proof of such licenses, permits, registrations, certifications and accreditations relating to the Services shall be made available to County prior to the Effective Date of this Agreement and upon request. Also, all of Contractor's personnel providing Services under the Agreement shall have the requisite experience and qualifications as well as the necessary licensing, certifications, credentialing and training for proper performance of Services hereunder in accordance with Contractor's own requirements and the applicable industry standards and regulations.

3.4.2 ONBOARDING

Contractor must meet any onboarding criteria and qualifications as required by the Service Sites for which Services may be provided by Contractor under the Agreement. County may immediately cease engaging Contractor for provision of Services hereunder if, in County's sole discretion, Contractor does not meet a Service Site's onboarding criteria or qualifications. County shall have no liability to Contractor for any Services provided without County's verification of the applicable onboarding criteria and qualifications and

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authorization for provision of Services or without the appropriate certifications.

Service Site may also require Contractor to participate in an orientation. If required by a Service Site, Contractor shall complete the Facility Policy and Procedures Manual, DHS Risk Management Information Manual and New Employee/Contractor Checklist within thirty (30) days of hire and/or assignment for provision of Services hereunder. Contractor must acknowledge receipt of all documentation and orientation by signing and dating the New Employee/Contractor Checklist.

3.4.3 POLICIES AND PROCEDURES

A. Procedural Manual

Contractor shall develop and provide to County's Project Manager, at least ten (10) business days prior to commencing any work under the Agreement, Contractor's procedural manual for provision of Services under the Agreement, including Post coverage. This procedural manual will be updated by Contractor throughout the term of the Agreement to reflect changes to County's needs or operations.

B. Complaint Investigation Procedures

Contractor shall develop, maintain and provide to County's Project Manager, at least ten (10) Business Days prior to commencing any work under the Agreement, Complaint Investigation Procedures, which shall include procedures for receiving, investigating and responding to complaints by Guards, members of the public and County personnel, as further specified in Paragraph 8.6 (Complaints) of the Base Agreement under the Agreement.

C. Illness and Injury Prevention Program

Contractor shall provide to County's Project Manager, prior to commencing any work under the Agreement and annually thereafter, a copy of Contractor's CAL/OSHA-compliant Illness and Injury Prevention Program ("IIPP"). IIPP shall be regularly updated to reflect current risks and hazards and changes in regulatory requirements.

D. Compliance with Policies and Procedures

All Services provided hereunder shall be in compliance with, and all Contractor personnel providing the Services shall comply with, all policies, procedures, protocols, rules and directives applicable to each assigned Service Site.

3.4.4 CONTINUING EDUCATION

Throughout the term of the Agreement, Contractor shall be in conformance with all applicable continuing education requirements, including California Bureau of Security and Investigative Services.

4.0 PERSONNEL

4.1 COUNTY PERSONNEL

County will designate personnel for administering Contractor's performance under the Agreement, including the Statement of Work, as specified in Paragraph 6.0 (Administration of Agreement – County) of the Base Agreement under the Agreement. County personnel will provide direction to Contractor in areas relating to County policy information and procedural requirements.

4.2 CONTRACTOR PERSONNEL

As specified in Paragraph 7.0 (Administration of Agreement – Contractor) of the Base Agreement under the Agreement, Contractor shall designate Contractor's Project Director to lead and coordinate Contractor's provision of Services described hereunder and act as a central point of contact with County personnel. Contractor's personnel shall meet the qualifications and other specifications as set forth below in this Paragraph.

4.2.1 CONTRACTOR'S PROJECT DIRECTOR

- A. Contractor's Project Director shall have full authority to act on behalf of Contractor regarding all matters relating to the daily operations of the Agreement.
- B. Contractor's Project Director must have at least three (3) years of experience within the last five (5) years providing security project management services in a healthcare setting, including management and coordination of multiple locations.
- C. Contractor shall ensure that Contractor's Project Director, or qualified designee, is available and reachable by County regarding this Agreement, at a minimum via telephone, at all times during Business Hours.
- E. Contractor's Project Director shall institute and maintain appropriate supervision of all personnel providing Services on behalf of Contractor pursuant to the Agreement, including employees and subcontractors.

4.2.2 CONTRACTOR'S PROJECT MANAGER

- A. Contractor's Program Manager shall manage and provide oversight of the administrative functions, such as monthly invoices, administrative files and timesheets.
- B. Contractor's Project Manager shall be responsible for determining daily work duties, staffing levels, scheduling and staffing hours needed to properly provide Services under the Agreement.
- C. Contractor's Program Manager must have at least two (2) years of experience within the last three (3) years working for a security

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contractor and providing administrative duties such as timekeeping, personnel and payroll support.

4.2.3 SECURITY GUARD CLASSIFICATIONS

Contractor shall provide the following security Guard classifications for provision of Services (including Post coverage) in accordance with each applicable Attachment (7.1 – 7.5) under Attachment 7 (Staff Specifications) to this SOW:

A. Security Manager

Contractor shall provide Security Manager, as specified in Attachment 7.1 (Staff Specifications – Security Manager) of this SOW.

B. Supervising Guard

Contractor shall provide Supervising Guard, as specified in Attachment 7.2 (Staff Specifications – Supervising Guard) to this SOW.

C. Guard III

Contractor shall provide Guard III, as specified in Attachment 7.3 (Staff Specifications – Guard III) to this SOW.

D. Guard II

Contractor shall provide Security Guard II, as specified in Attachment 7.4 (Staff Specifications – Guard II) to this SOW.

E. Guard I

Contractor shall provide Security Guard I, as specified in Attachment 7.5 (Staff Specifications – Guard I) to this SOW.

4.2.4 PERSONNEL REQUIREMENTS

Contractor shall ensure that personnel providing Services pursuant to the Agreement meet, at a minimum, the requirements as specified below:

- A. Contractor shall provide sufficient personnel to fulfill the requirements of the Agreement and the Statement of Work.
- B. Contractor personnel must effectively communicate in English, both orally and in writing.
- C. Contractor shall notify County in writing of any change to Contractor's personnel and, if feasible, seek County's approval prior to the change in accordance with Paragraph 7.3 (Approval of Contractor Staff) of the Base Agreement under the Agreement regarding County's right to approve or disapprove Contractor's personnel.
- C. Contractor personnel shall be required to attend any scheduled meetings with County staff, as requested or required by County.

4.3 TRAINING

Contractor shall be responsible for ensuring that Security Staff providing Services under the Agreement complete all training requirements set forth in Attachment 3 (Training Outline) to this SOW, including Guard-specific and DHS mandatory training requirements for non-County workforce.

4.4 LITIGATION APPEARANCES AND COUNTY INVESTIGATIONS

4.4.1 Contractor's staff may be required to make litigation related appearances, including as a witness regarding job-related incidents.

4.4.2 Contractor's staff may be asked to cooperate during an investigation for job-related incidents by County personnel.

4.4.3 County will reimburse Contractor the cost of travel, lodging and per diem expenses actually incurred by Contractor's staff for any litigation related appearances and meetings, including investigation interviews, approved by County's Project Manager, at the rates not to exceed those approved for reimbursement to County employees.

4.5 APPLICANT FILE

Contractor shall submit to County for review and approval the applicant's pre-employment file for each member of Security Staff that may provide Services under the Agreement before scheduling background investigation in accordance with Paragraph 4.3 (Background and Security Investigations) of Exhibit A (Additional Provisions) to the Agreement. Contractor shall maintain a pre-employment file for each applicant referred to County for background investigation, which shall contain, at a minimum, the following:

4.5.1 EMPLOYMENT APPLICATION

The employment application, including a list of the candidate's jobs held and any periods of unemployment for the previous ten (10) years, including all security services experience.

4.5.2 MILITARY SERVICE DOCUMENTATION

If prospective applicant served in the military, documentation of all military experience (regular or reserve), including a copy of Selective Service Card DD Form 214 (Certificate or Release or Discharge from Active Duty).

4.6 ADMINISTRATIVE FILE

Contractor shall maintain throughout the term of the Agreement an administrative file for each member of Security Staff that may provide Services under the Agreement, which shall contain the pre-employment file and copies of the following:

4.6.1 Driving Record, including a current printout of the Department of Motor Vehicle ("DMV") record for any Security Staff assigned to drive, which shall be updated annually.

4.6.2 Current and up-to-date Guard Registration Card, issued by the California Department of Consumer Affairs ("DCA"), Bureau of Security and Investigative Services ("BSIS").

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- 4.6.3 Current and up-to-date adult, child and infant CPR card, issued by American Red Cross, American Heart Association, or equivalent provider (8 hours), and Automated External Defibrillator ("AED") certification.
- 4.6.4 Current and up-to-date First Aid Certification, issued by American Red Cross, American Heart Association, or equivalent provider (8 hours).
- 4.6.5 Current and up-to-date baton permit issued by BSIS .
- 4.6.6 Valid and up-to-date California Class "C" Driver's License or California ID Card.
- 4.6.7 Health screening documentation specified in Paragraph 4.9 (Health Screening) of this SOW.
- 4.6.8 A file containing completed trainings and certificates as specified in Attachment 5 (Training Outline) to this SOW.

4.7 BACKGROUND AND INVESTIGATIONS

Contractor shall ensure that all personnel providing Services hereunder have undergone and passed, to the satisfaction of County, background checks in accordance with Paragraph 4.3 (Background and Security Investigations) of Exhibit A (Additional Provisions) to the Agreement. County's background investigation shall include, at a minimum, review of State, local and Federal level criminal conviction information obtained through fingerprints submitted to the California Department of Justice.

4.8 IDENTIFICATION BADGES

Contractor shall ensure personnel providing Services hereunder are appropriately identified in accordance with Paragraph 4.4 (Contractor's Staff Identification) of Exhibit A (Additional Provisions) to the Agreement.

4.9 HEALTH SCREENING

Contractor shall ensure personnel providing Services hereunder obtain health screenings in accordance with Paragraph 4.1 (Medical Health Screening) of Exhibit A (Additional Provisions) to the Agreement.

5.0 ROLES AND RESPONSIBILITIES

5.1 COUNTY'S RESPONSIBILITIES

Service Sites will be tasked with the roles and responsibilities as provided in this Paragraph 5.1 below.

5.1.1 FURNISHED ITEMS

- A. County may provide Contractor's staff with non-exclusive office or other space with furniture and/or equipment at a Service Site.
- B. County may provide furniture and equipment, which will be reasonably maintained or replaced due to normal wear and tear. Pictures of office space and furnishings shall be taken upon Contractor taking possession.

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- C. County will provide an inventory list of all furniture and equipment, which shall be signed by Contractor upon acceptance.
- D. County may inspect, request return of and otherwise have a right to enter and search such property at a Service Site.
- E. Upon termination or expiration of the Agreement, all County furniture and equipment shall be returned to County in good operating condition, less reasonable wear and tear. If County determines that any furniture or equipment is beyond reasonable wear and tear condition, Contractor shall be required to replace the furniture and/or equipment within 30 days from County's notice requesting such replacement.
- F. Contractor's Security Staff shall sign-in and sign-out for all County-furnished equipment, such as keys, when reporting for duty and at the end of the work shift. Replacement for any loss, disappearance, destruction, misuse or theft of any kind whatsoever of County property shall be the responsibility of Contractor. In addition, any costs associated with any such loss, disappearance, destruction, misuse or theft (i.e., re-keying Service Site, broken windows, loss or stolen equipment) shall be the responsibility of Contractor.
- G. Contractor's Project Manager shall report any improperly working or defective County-furnished equipment to the Service Site designee of County's Project Manager through a written memorandum within twenty-four (24) hours of Contractor's knowledge of the problem or defect.

5.1.2 POST ORDERS

County will provide to Contractor general Post Orders and Service Site specific Post Orders. General Post Orders will apply to all Service Site(s), while Service Site specific Post Orders will be unique to the requirements of a Service Site or Post. Contractor shall ensure that all members of its Security Staff are knowledgeable with and adhere to all general Post Orders and the applicable Service Site specific Post Orders.

5.2 **CONTRACTOR'S RESPONSIBILITIES**

5.2.1 STAFFING COVERAGE

A. Log of Questions, Inquiries and Complaints

Contractor shall maintain a written log of all questions, inquiries and complaints, the date and time each was received and a description of the action taken in response or reason for the non-action, together with its date and time. The log shall be made available to County for inspection at the request of County staff.

B. Holidays

Contractor shall be required to provide Services on County-recognized holidays at Service Site(s) operating on twenty-four

STATEMENT OF WORK

(24) hour/seven (7) days a week basis or upon request by County. Contractor's all-inclusive billable rate shall cover the cost of any holiday pay. A listing of County-recognized holidays may be found at the following link: <https://lacounty.gov/government/about-la-county/about/>.

5.2.2 CONTINGENCY GUARDS

Contractor shall maintain a minimum of fifteen (15) percent (15%) contingency pool of Guards ("Contingency Guard(s)") for deployment to any Open Post. Contingency Guards shall be County background-cleared, trained and certified and shall meet the applicable requirements of a Guard. Contingency Guards shall be made available for deployment to a Service Site as needed, throughout the term of the Agreement. Contractor shall provide to County on a quarterly basis or as otherwise instructed by County a list of Contingency Guards qualified and available for provision of Services under the Agreement.

5.2.3 PLANNED AND UNPLANNED ABSENCES

Contractor shall utilize Contingency Guards throughout the term of the Agreement for planned and unplanned absences. Procedures for absences shall be as follows:

- Contractor shall notify the applicable Service Site designee of County's Project Manager of any planned absence as soon as possible and at least one (1) hour prior to any such unplanned absence.
- In the event Guard must leave during the shift, replacement Guard shall deploy within one (1) hour to complete the remaining shift.
- Contractor shall assign a Guard or Supervising Guard for planned and unplanned absences to ensure continuous Post coverage.
- For any reported unplanned absence, Contractor shall deploy a Guard or Supervising Guard to the Service Site within one (1) hour.
- If a Supervising Guard is deployed for an unplanned absence of a Guard, the Supervising Guard shall remain at the Post until a replacement Guard arrives.

B. Additional Coverage

Generally, coverage for any part of or any facility or site ("Additional Site(s)"), other than the Service Site(s) specified herein, is provided by the incumbent contractor assigned to the area for such facility/site. However, County may request that Contractor also provide coverage for any Additional Site(s), based on Contractor's capacity, capability and performance, as well as business needs of County. Upon agreement of the parties, coverage for any such Additional Sites shall be provided in the form of Additional Services in accordance with Paragraph 6.1 (Additional Services) at the Hourly Rates not to exceed those

STATEMENT OF WORK

specified in Exhibit C (Pricing Schedule) to the Agreement for Required Services.

Furthermore, in the event that Contractor is not able to provide Additional Services for any part of or any Service Site in its assigned Area ("Additional Location(s)") as requested by County, County reserves the right to engage another contractor for provision of security guards for such Additional Location(s).

5.3 CONTRACTOR'S OFFICE

Contractor shall maintain an office with a telephone in Contractor's name where Contractor conducts business. The office shall be staffed during Business Hours by at least one (1) employee who can respond to questions and any inquiries or complaints which may be received about Contractor's performance under the Agreement. Outside of Business Hours, Contractor shall provide for telephone or remote after-hours service for receiving calls. Unless otherwise agreed to by the parties or specified under this SOW, Contractor shall respond to calls received by the after-hours service within thirty (30) minutes of the call.

5.4 REPORTING

Contractor shall submit to County the following reports:

5.4.1 MONTHLY INSPECTION REPORT

- A. A Monthly Inspection Report ("MIR") of Contractor's scheduled and unscheduled inspections shall be submitted by the tenth (10th) business day of each month for each Service Site for which Services were provided, for the preceding month of Services, which shall include:
 - 1. Full details on all Services provided.
 - 2. Any corrective action(s) taken.
 - 3. A clear description of the problems.
 - 4. The time elapsed between identification and completed corrective action(s).
- C. Contractor shall maintain all MIR records and reports for five (5) years following termination or expiration of the Agreement.

5.4.2 DAILY ACTIVITY REPORTS

- A. Guards shall note the time and briefly describe events that have taken place throughout the day, such as theft, fire, unauthorized entry to secured area, property damage, bodily injury, etc. DAR shall be completed at the end of each shift and available for inspection at the beginning of the next shift. Sufficient time shall be allocated for Guards to discuss any issues or concerns prior to the beginning of the next shift.
- B. Supervising Guard shall document site visits with Guards with respect to the following: uniform inspection, training completed, relief given for breaks or meal periods, records reviewed. DAR

STATEMENT OF WORK

shall also include any communication with the Department personnel encountered, contract monitors contacted and any CDR follow-up completed.

➤ DAR summary shall be made following each Service Site visit.

C. DAR shall be completed at the end of each shift and available for inspection at the beginning of the next shift.

5.4.3 SECURITY INCIDENT REPORTS

Contractor shall provide Security Incident Reports ("SIR") for incidents considered emergencies (e.g., potential property damage or personal injury that requires the need for Fire and Law Enforcement personnel). After the incident is no longer an imminent concern, Contractor shall:

A. Immediately notify the applicable Service Site designee for County's Project Manager in-person or via phone and follow up with an email.

B. Complete and provide to County the SIR by the end of the shift during which the incident occurred, if possible, but no event later than twenty-four (24) hours after the incident.

5.4.4 MATRIX REPORT

Contractor shall submit by the tenth (10th) business day of every month a Matrix Report to track all required certificates, trainings and any revised trainings needed to maintain compliance with the Agreement. The Matrix Report shall include, at a minimum, the following:

A. Service Site(s) name;

B. Security Staff's last and first name;

C. Security Staff's card number;

D. Date of training;

E. Name of training (attach course description);

F. Type of training (computer, class/session (virtual or in-person), handout, demonstration), including a brief description

G. Baton permit expiration date;

H. CPR and First Aid expiration date;

I. Customer service training;

J. Date of most recent performance evaluation.

5.4.5 VEHICLE MILEAGE REPORT

Contractor shall submit by the tenth (10th) business day of every month a summary log of vehicle mileage that includes name and initials of Security Staff, starting and ending mileage listing of Service Site(s) visited that during patrols and inspections.

5.5 OPERATIONAL PLANS

Contractor shall develop and maintain during the term of the Agreement the following operational plans, which shall be subject to County's approval. Any updates to the operational plans must have County's approval. All plans and related materials will be maintained on file and available for review by County upon request.

5.5.1 CONTRACTOR'S CONTINUITY OF OPERATIONS PLAN

- A. If required by County, Contractor, in collaboration with County, shall develop and provide to County within sixty (60) days from the Effective Date of the Agreement a Continuity of Operations Plan ("COOP") for each Service Site in compliance with County's Chief Executive Office ("CEO"), Office of Emergency Management ("OEM") guidelines. Contractor's COOP will be used for assisting County with restoration of Service Site operations in the event of an emergency or a disaster. The COOP shall address, at a minimum, the following:
 1. Coordination of Service Site emergency response drills in cooperation with County personnel and emergency responders.
 - Contractor shall document and report to the Service Site designee of County's Project Manager the results of any emergency response drills conducted at the Service Site.
 2. A tabletop (scenario) COOP exercise, for each Service Site, to be conducted at a minimum once a year.
 - The purpose of the scenario exercise is to ensure that information in COOP is complete and accurate and that Contractor's Security Staff know their responsibilities during an emergency or disaster and adhere to the Service Site's emergency response plan.
 - The results of scenario exercises shall be reported to the Service Site designee of County's Project Manager and shall include, at a minimum, the following: an overview of the exercise conducted, name and position of participant(s), nature of any deficiencies, a corrective action plan and the timeframe to correct deficiencies.
- B. The COOP shall be updated on an ongoing basis to reflect any changes in information as well as Service Site's current operations and emergency response plan, with updated COOP provided to the Service Site designee of County's Project Manager.
- C. Failure to adhere to the COOP in the event of an emergency or disaster may result in assessment by County of liquidated damages as specified in the Agreement, including Attachment 4 (Performance Requirements Summary) to this SOW.

5.5.2 RECRUITMENT PLAN

Contractor shall develop and provide to County at least ten (10) business days prior to commencing Services under the Agreement Contractor's plan ("Recruitment Plan") for recruiting Security Staff and maintaining a steady 15% pool of Contingency Guards. Contractor shall update the Recruitment Plan during the term of the Agreement and provide the updated Recruitment Plan to the Service Site designee of County's Project Manager.

6.0 ADDITIONAL SERVICES AND CHANGES TO SCOPE

6.1 ADDITIONAL SERVICES

County may request provision of Services other than those described or specified in Paragraph 3.0 (Required Services) above or elsewhere in the Agreement, including professional services ("Additional Services"). Additional Services may be provided on a time and materials basis or fixed price basis, as authorized by County. Additional Services shall require approval from the applicable Service Site designee of County's Project Manager of the requesting Service Site prior to commencement.

Upon County's request for provision of Additional Services on a fixed price basis, Contractor shall prepare and submit a written description of the work to be performed, together with a cost estimate for completion of the requested Additional Services, inclusive of all labor, materials, travel and any per diem costs at the applicable rates that may be set forth in the Pricing Schedule. Upon County's request for provision of Additional Services on a time and materials basis, Contractor shall provide a best estimate of the number of hours needed to complete the requested Additional Services. In any case, any acquisition of Additional Services shall be memorialized by an appropriate modification to the Agreement.

6.2 CHANGES TO SCOPE

The Director of DHS, or authorized designee, may add and/or delete Service Sites or otherwise require changes to the scope of the Agreement. Any such changes shall be made by a modification to the Agreement as authorized by Paragraph 8.1 (Amendments and Modifications) of the Base Agreement under the Agreement.

7.0 CONTRACTOR'S QUALITY CONTROL

Contractor shall establish and maintain the plans and procedures described below, including a comprehensive Quality Control Plan ("QCP"), to ensure provision by Contractor of consistently high level of Services throughout the term of the Agreement. Contractor shall submit for review and approval to County's Project Manager its QCP within 30 days of the Effective Date of the Agreement. Contractor shall resolve within 10 business days any concerns raised by County regarding the QCP, make any required adjustments and resubmit a revised QCP to County.

7.1 QUALITY CONTROL PLAN

The Quality Control Plan ("QCP") shall include, at a minimum, the following:

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- 7.1.1 Description of Contractor's standards to improve quality, efficiency and effectiveness of Services provided hereunder, including:
- Identification of opportunities for improvement;
 - Clear expectations and metrics about the action required to improve performance;
 - Contractor's support and resources available to make the improvements;
 - Follow-up plans to measure Contractor's progress with improving and sustaining performance; and
 - Description of possible consequences if performance improvement standards are not met.
- 7.1.2 Description of Contractor's plan to maintain compliance with all applicable laws, standards and regulations, including County policies, procedures and/or departmental bulletins approved by the Director of DHS, or designee, relating to the performance standards and outcome measures.
- 7.1.3 Description of Contractor's methods of monitoring to ensure:
- All Agreement requirements are being met; and
 - All of Contractor personnel who provide Services hereunder maintain current immunizations and licenses and meet the training and other requirements under the Agreement.

7.2 QUALITY RECORDS

Contractor shall perform periodic quality audits to ensure Services, including equipment used for provision of Services, adhere to all applicable regulatory and other performance requirements specified herein. Contractor shall maintain records of all such audits and make them available to County for inspection.

8.0 COUNTY'S QUALITY ASSURANCE

8.1 QUALITY ASSURANCE PLAN

County may evaluate Contractor's performance under the Agreement on an annual basis or more frequently, as determined by County. Evaluation of Contractor's performance may include, among others, County's assessment of Contractor's compliance with the requirements of the Statement of Work and invoicing.

8.2 CONTRACTOR DISCREPANCY REPORT

8.2.1 Verbal or written notification of any Agreement discrepancy will be made to Contractor's Project Director as soon as possible whenever a discrepancy is identified. Contractor shall, without unreasonable delay, resolve the problem within a period of time mutually agreed to by County and Contractor.

8.2.2 County's Project Manager will determine whether a formal CDR shall be issued. Upon receipt of a CDR, Contractor shall, within five (5)

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business days of receipt of the CDR, provide to County's Project Manager a written response, which shall include a corrective action plan and proposed timeframe(s) for improving performance to an acceptable level and preventing re-occurrence of the deficiencies identified in the Contractor Discrepancy Report.

8.3 PERFORMANCE REQUIREMENTS SUMMARY

- 8.3.1 County may identify certain critical and minimum acceptable requirements of Contractor's performance of the Agreement in a Performance Requirements Summary, as set forth in Attachment 3 (Performance Requirements Summary) to this SOW ("PRS Chart").
- 8.3.2 The provisions listed in the PRS Chart are intended to be consistent with the requirements of the Agreement, including the Statement of Work, and not to create, extend, revise or expand any obligations of Contractor beyond such requirements. In the event of apparent inconsistency between the requirements of the Agreement and the PRS Chart, the meaning apparent in the Agreement shall prevail.
- 8.3.3 Failure by Contractor to comply with the requirements set forth in the PRS Chart at any time during the term of the Agreement shall entitle County, at its sole discretion, in addition to any other remedies available to County under the Agreement, to assess credits, fees or other financial deductions against Contractor as specified in the PRS Chart.

8.4 COUNTY OBSERVATIONS

In addition to departmental contracting staff, other County personnel may, at any time during normal Business Hours, without unreasonably interfering with Contractor's performance, observe Contractor's performance and activities, as well as review documents relevant to the Agreement.

**ATTACHMENT 1
SERVICE SITES
SECURITY GUARD
SERVICES AREA 3**

SERVICE SITE	STREET ADDRESS	CITY	STATE	ZIP	POINT OF CONTACT
Olive View UCLA Medical Center	14445 Olive View Dr.	Sylmar	CA	91342	Frank Colbert fcolbert@dhs.lacounty.gov (747) 210-3405
Administrative Head Quarters	313 N.Figueroa S.	Los Angeles	CA	90012	Alexander Garcia alexgarcia@dhs.lacounty.gov 213-288-8321
Community Programs (Housing for Health)	238 E. 6th St. 655 S. Maple St.	Los Angeles	CA	90014	Roy Santos rsantos2@dhs.lacounty.gov (213) 526-5211

ATTACHMENT 2

CONTRACTOR DISCREPANCY REPORT

CDR NUMBER	DATE CDR PREPARED
SERVICE SITE / FACILITY	
CONTRACTOR	AGREEMENT / CONTRACT NUMBER
TO CONTRACTOR'S STAFF [NAME AND TITLE]	FROM [COUNTY'S STAFF NAME AND TITLE]

INCIDENT DETAILS

DATE(S) OF INCIDENT	TIME(S) OF INCIDENT	LOCATION(S) OF INCIDENT
DESCRIPTION OF INCIDENT		
CONTRACTUAL REQUIREMENT(S) – INCLUDE AGREEMENT REFERENCE(S)		

CONTRACTOR DUE DATES

[refer to Agreement to confirm number of days allotted]

1) Contractor's Written Acknowledgement of discrepancy response due within two (2) business days from the date of this CDR: _____	
2) Contractor's Correction Plan of all deficiencies identified in this CDR due within five (5) business days from the date of this CDR: _____	
SIGNATURE OF COUNTY'S REPRESENTATIVE	DATE

CONTRACTOR CORRECTIVE ACTION PLAN

IDENTIFY THE ROOT CAUSE OF INCIDENT AND CORRECTIVE ACTION TAKEN		
PLAN FOR PREVENTION OF FUTURE INCIDENTS		
WRITTEN NAME & TITLE OF CONTRACTOR'S REPRESENTATIVE	SIGNATURE OF CONTRACTOR'S REPRESENTATIVE	DATE

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COUNTY EVALUATION OF CONTRACTOR'S RESPONSE				
	YES	NO (IF NO, FURTHER ACTION IS REQUIRED)	Not Applicable (N/A)	ACTION TAKEN / COMMENTS
Contractor acknowledgement of CDR received by Due Date				
Contractor Corrective Action Plan (CAP) received by Due Date				
CAP resolves Discrepancy(ies)				
Plan for Prevention of future incidents is acceptable				
Contractor notified of deficient CAP & possible PRS assessment (Due Date for acceptable CAP is 10 business days)				
Contractor resolved deficient CAP				
If no, Contractor notified of PRS Assessment				
PRS Deductions taken (Invoice No./ Date)				
CONTRACTOR NOTIFIED OF ACTION				
WRITTEN NAME & TITLE OF COUNTY REPRESENTATIVE:			SIGNATURE OF COUNTY REPRESENTATIVE:	
DATE:				
WRITTEN NAME & TITLE OF CONTRACTOR REPRESENTATIVE:			SIGNATURE OF CONTRACTOR REPRESENTATIVE:	
DATE:				

ATTACHMENT 3
PERFORMANCE REQUIREMENTS SUMMARY

SPECIFIC PERFORMANCE REFERENCE	REQUIREMENTS	MONITORING METHOD	DEDUCTIONS/ ASSESSED FEES
BASE AGREEMENT			
Base Agreement: Paragraph 8.42 (Record Retention and Inspection/Audit Settlement)	Contractor shall maintain all required records, as specified in Paragraph 8.42.	Inspection of files	\$100 per incidence of non-compliance
Base Agreement: Paragraph 8.45 (Subcontracting)	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection and Observation	\$100 per incidence of non-compliance.
ADDITIONAL PROVISIONS			
Additional Provisions: Paragraph 10 (Compliance with County's Advance High Road Jobs Initiative)	Contractor shall be in compliance with the County's Advancing High Road Jobs Initiative.	Semi-annual report	\$100 per incidence of non-compliance.
STATEMENT OF WORK			
SOW: Paragraph 3.2.1 (Guard Post Coverage)	Contractor shall assign Guards to ensure continuous Post coverage in accordance with the applicable Attachment (4.1 – 4.4) under Attachment 4 (Minimum Staff Coverage) to the SOW. Any Open Post without County's written authorization is considered a violation of the Agreement.	Inspection and Review	\$200 per hour, per Open Post; Open Post are tracked in one-hour increments.
SOW: Paragraph 3.2.1 (Guard Post Coverage)	Contractor shall develop and maintain up-to-date a deployment roster for Post coverage in accordance with the applicable Attachment (4.1 – 4.4) under Attachment 4 (Minimum Staff Coverage) to the SOW, which shall specify the shifts and shall be made available to County upon request.	Inspection and Review	\$100 per occurrence of failure to provide to County a deployment roster upon request or for providing an outdated deployment roster.
SOW: Paragraph 3.2.3 (Emergency Services)	Contractor shall provide coverage for Emergency Services outside of scheduled Post coverage as follows: ➤ Immediately and no later than one (1) hour from the time of the request; or ➤ On the date(s) and time as requested by County.	Inspection and Review	\$200 per occurrence of failure to provide Post coverage in compliance with Paragraph 3.2.3.

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SPECIFIC PERFORMANCE REFERENCE	REQUIREMENTS	MONITORING METHOD	DEDUCTIONS/ ASSESSED FEES
SOW: Paragraph 3.2.8 (Electronic Post Confirmation System)	Contractor shall provide an automated clock-in/clock System, which identifies and verifies covered Posts, Open Posts and patrol times and alerts Contractor's dispatcher when a Guard or Supervising Guard has not reported for duty.	Observation, Inspection of time sheets and random Site Visits	\$500 per occurrence of any errors or issues relating to Electronic Post Confirmation System.
SOW: Paragraph 3.3 (Contractor's Obligations and Requirements)	Contractor shall ensure that (i) each Service Site is appropriately staffed; (ii) Security Staff meet performance standards; and (iii) Security Staff meet the minimum requirements, as specified in Paragraph 3.3.	Inspection and Observation	\$500 per incidence of non-compliance.
SOW: Paragraph 3.4 (Performance Standards and Requirements)	Contractor shall (i) maintain during the term of the Agreement all current licenses, permits, registrations, certifications and accreditations applicable to performance of Services; and (ii) meet Service Site onboarding criteria, as specified in Paragraph 3.4.	Inspection and Observation	\$100 per incidence of non-compliance.
SOW: Paragraph 4.2 (Contractor Personnel)	Contractor's personnel shall meet the qualifications and other specifications as set forth in Attachments (7.1 – 7.5) under Attachment 7 (Staff Specifications) to the SOW.	Observation, random Inspections; Review of administrative files	\$500 per incidence of non-compliance
SOW: Paragraph 4.3 (Training)	Contractor shall be responsible for ensuring that Security Staff providing Services under the Agreement complete all training requirements set forth in Attachment 5 (Training Requirements) to the SOW.	Observation, random Inspections; Review of administrative files	\$100 per each employee non-compliant with the requirements of Attachment 5 (Training Requirement) to the SOW.
SOW: Paragraph 4.6 (Administrative File)	Contractor shall maintain throughout the term of the Agreement an administrative file for each member of Security Staff that may provide Services under the Agreement, which shall contain the pre-employment file and copies of the documentation, as specified in Paragraph 4.6.	Inspection and Review	\$100 per occurrence for any missing, or incomplete or outdated administrative file documentation specified in Paragraph 4.6

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SPECIFIC PERFORMANCE REFERENCE	REQUIREMENTS	MONITORING METHOD	DEDUCTIONS/ ASSESSED FEES
SOW: Paragraph 5.2.2 (Contingency Guards)	Contractor shall maintain a minimum of fifteen (15) percent contingency pool of Guards ("Contingency Guard(s)") for deployment to any Open Post, as specified in Paragraph 5.2.2.	Inspection and Review	15% deduction from each invoice within the applicable Area.
SOW: Paragraph 5.2.3 (Planned and Unplanned Absences)	Contractor shall utilize Contingency Guards throughout the term of the Agreement for planned and unplanned absences, as specified in Paragraph 5.2.3.	Inspection and Review	\$500 per occurrence of violation of Paragraph 5.2.3.
SOW: Paragraph 5.4 (Reporting)	Contractor shall provide to County the Monthly Inspection Report (MIR), Daily Activity Reports (DAR), Security Incident Reports (SIR), Matrix Report, and the Vehicle Milage Report, as specified in the Paragraph 5.4.	Inspection and Review	\$100 per occurrence of failure to provide any of the reports identified in Paragraph 5.4.
SOW: Paragraph 5.5.1 (Contractor's Continuity of Operations Plan)	Failure to adhere to Contractor's COOP approved by County in the event of an emergency or disaster as required under Paragraph 5.5.1.	Inspection and Observation	\$1,000 per incidence of non-compliance.
SOW: Paragraph 7.0 (Contractor's Quality Control)	Contractor shall establish and maintain a QCP as required in Paragraph 7.0.	Inspection and Observation	\$250 and revisited if not provided within 10 business days.
SOW: Paragraph 7.2 (Quality Records)	Contractor shall perform periodic quality audits to ensure Services adhere to all applicable regulatory and other performance requirements specified herein. Contractor shall maintain records of all such audits and make them available to County for inspection.	Inspection and Review	\$200 per occurrence of any missing or incomplete records.

**ATTACHMENT 4.3
MINIMUM STAFF COVERAGE - AREA 3**

AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
3	Olive View UCLA Medical Center	Security Manager	Manager	1	0900 - 1700	Mon - Fri, Hol (everyday)
	Olive View UCLA Medical Center	On-Site Supervisor	Supervisor	3	0000 - 2400	Sun - Sat, Hol (everyday)
	Olive View UCLA Medical Center	Main Lobby 1st Floor	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Olive View UCLA Medical Center	Main Lobby 1st Floor	Guard I	1	0600 - 2200	Sun - Sat, Hol (everyday)
	Olive View UCLA Medical Center	Outpatient Lobby	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Olive View UCLA Medical Center	Outpatient Lobby	Guard I	1	0600 - 2200	Sun - Sat, Hol (everyday)

**ATTACHMENT 4.3
MINIMUM STAFF COVERAGE - AREA 3**

3	Olive View UCLA Medical Center	Visitor Screening Main Entrances *Only used during pandemics, not normally active	Guard I	2	0600 - 2200	Sun - Sat, Hol (everyday)
	Olive View UCLA Medical Center	Relief	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Olive View UCLA Medical Center	Relief	Guard I	1	0600 - 2200	Sun - Sat, Hol (everyday)
	Olive View UCLA Medical Center	Rover	Guard I	1	0900 - 1700	Sun - Sat, Hol (everyday)
	Olive View UCLA Medical Center	MRI Entrance 1st Floor	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Olive View UCLA Medical Center	ER Walk-In & Waiting Room	Guard II	3	0000 - 2400	Sun - Sat, Hol (everyday)
	Olive View UCLA Medical Center	ER Ambulance Entrance	Guard II	1	0000 - 2400	Sun - Sat, Hol (everyday)

**ATTACHMENT 4.3
MINIMUM STAFF COVERAGE - AREA 3**

3	Olive View UCLA Medical Center	Psychiatric Entrance	Guard II	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Olive View UCLA Medical Center	Psychiatric ER	Guard III	2	0000 - 2400	Sun - Sat, Hol (everyday)
	Olive View UCLA Medical Center	4A, 4B, 4C, 4D, 5A, 5B, 5C, 5D	Guard II	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Olive View UCLA Medical Center	6A	Guard III	2	0000 - 2400	Sun - Sat, Hol (everyday)
	Olive View UCLA Medical Center	6C	Guard III	1	0000 - 2400	Sun - Sat, Hol (everyday)
3	Olive View UCLA Medical Center	Fire Watch / Exterior Patrol 1 & 2	Guard I	2	0000 - 2400	Sun - Sat, Hol (everyday)
	Olive View UCLA Medical Center	Infectious Disease	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)

**ATTACHMENT 4.3
MINIMUM STAFF COVERAGE - AREA 3**

	Olive View UCLA Medical Center	Loading Dock	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
3	Administrative Headquarters	Lobby	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
		Lobby	Guard I	1	0800 - 1600	Mon - Fri
AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
3	Community Programs (Housing for Health)	Interior Patrol	Guard II	2	0800 - 1630	Mon - Fri

APPENDIX B – ATTACHMENT 5

TRAINING REQUIREMENTS

This Attachment 5 sets forth the training requirements for the provision of Security Guard Services under the Agreement, required by the County of Los Angeles ("County") for the provision of Services by Security Guards I, II and III ("Guard(s)"), Supervising Guards and Security Managers (Security Staff). Contractor shall ensure that all Security Staff working at County buildings, hospitals and/or clinics ("Service Site(s)") complete all applicable training required by County, as set forth herein below. **Unless indicated otherwise in writing by the County, all such training shall be at no cost to the County.**

	NAME OF COURSE/CERTIFICATE/PERMIT	STAFF REQUIRED
	Required Prior to 1st Day at Service Site	
1	Courses required by County in order to meet the requirements in Attachment (7.1 – 7.5) under Attachment 7 (Staff Specifications) to the Statement of Work: ➤ Power to Arrest ➤ Weapons of Mass Destruction and Terrorism Awareness ➤ Public Relations – Community and Customer ➤ Observation and Documentation ➤ Communication and its Significance ➤ Liability/Legal Aspects ➤ First Aid / Cardiopulmonary Resuscitation (CPR) / Automated External Defibrillator (AED) ➤ Baton Permit <i>Refer to the BSIS website (https://www.bsis.ca.gov) for additional details on courses.</i>	All Security Staff
2	Courses required by County in order to meet the requirements in Attachment (7.1 – 7.4) under Attachment 7 (Staff Specifications) to the Statement of Work. ➤ Monitoring Crowd Control ➤ Trespass Course ➤ Arrest, Search, and Seizure ➤ Chemical Agents <i>Refer to the BSIS website (https://www.bsis.ca.gov) for additional details on courses.</i>	Guard II's, Guard III's, Supervising Guards & Security Managers

	NAME OF COURSE/CERTIFICATE/PERMIT	STAFF REQUIRED
	Required to be Completed on 1st Day of Assignment at Service Site	
3	Course documents will be provided by the County. Contractor shall ensure that all Security Staff complete these courses on their first day of deployment at a Service Site: ➤ Post Orders & Assignments ➤ Facility Policies/Orientation ➤ Evacuation Procedures ➤ Handling Difficult People ➤ Workplace Violence* ➤ Officer Safety ➤ Access Control ➤ Compliance Awareness Training (CAT) ➤ Commercial Sexual Exploitation of Children (CSEC 101) ➤ County Wide Privacy Awareness Training ➤ Cybersecurity Awareness Curriculum ➤ HIPPA for Covered Entities <i>*Security Staff will be required to complete a Workplace Violence course annually thereafter.</i>	All Security Staff
4	Training documents for this course will be provided by the County. Contractor shall ensure all Supervising Guards and Security Managers complete this course on their first day of employment under this Agreement: ➤ Just Culture Managers and Supervisors	Supervising Guard & Security Managers
	Post Specific Training	
5	Contractor shall train all Security Staff on use of Contractor-issued vehicles and other transportation, upon a patrol assignment at a Service Site: ➤ Vehicle and Other Transportation Usage	All Security Staff Assigned Vehicles and Other Transportation
6	Contractor shall train all Security Staff on use of equipment used to screen for weapons, including x-ray machines and hand-held magnetometers prior to assignment at a Service Site: ➤ Weapon Detection Equipment Usage	All Security Staff Assigned to Post with Weapon Detection Equipment

	NAME OF COURSE/ CERTIFICATE/PERMIT	STAFF REQUIRED
	Ongoing DHS Training	
7	Course documents will be provided by the County. Contractor shall ensure that all Security Staff complete these courses on an Annual basis: ➤ Facility Reorientation Handbook ➤ Employee Health Services Annual Tuberculosis Surveillance Training ➤ Workplace Violence	All Security Staff
8	Course documents will be provided by the County. Contractor shall ensure that all Security Staff complete these courses on a Bi-annual basis: ➤ County Policy of Equity for Employees ➤ Sexual Harassment and Discrimination Prevention for Non-Supervisors	Guards
9	Course documents will be provided by the County. Contractor shall ensure all Supervising Guards and Security Managers complete these courses on a Bi-annual basis: ➤ County Policy of Equity for Supervisors ➤ Sexual Harassment and Discrimination Prevention for Supervisors	Supervising Guard & Security Managers

SOW - ATTACHMENT 6

DEPARTMENT NAME: _____

October 2026

STAFF SPECIFICATIONS – SECURITY MANAGER

Security Manager shall be assigned to one or more Services Sites for the management of the Security Staff providing Services under the Agreement, including Supervising Guard, Guard I, II, and III as specified in the Statement of Work. Security Managers may be required to travel to multiple Services Sites as part of their duties.

EXPERIENCE REQUIREMENTS:

Must have at least two (2) years of full-time paid experience as a security supervisor in a healthcare environment, within the last three (3) years and have a High School Diploma or equivalent.

EXAMPLES OF DUTIES SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:

- Providing direction and instruction to Post and/or patrolling Supervising Guard by making daily rounds of assigned Location(s) and maintaining Supervising Guard performance.
- Explaining post procedures under Post Orders.
- Providing Training to Supervising Guards under his/her supervision and ensuring that each Supervising Guard fully understands the duties and services to be provided.
- Being available for inspections from DHS personnel.
- Being available to Supervising Guard under his/her supervision at all times during the assigned shift.
- Providing technical and administrative advice to Supervising Guards as appropriate.
- Ensuring adequately assigned Posts are covered by applicable security guards.
- Providing direction and instructions to applicable security guards.
- Monitoring applicable security guard's performance.
- Providing technical and administrative support to applicable security guards.
- Responding to emergency and providing necessary support.
- Training applicable security guards on the use of radios and Services Sites codes.
- When necessary, operating Contractor owned motor vehicle and/or bicycle to conduct inspections around Services Sites.

BACKGROUND INVESTIGATIONS:

Each Security Manager is required to undergo and pass to the satisfaction of the County a background investigation in accordance with the terms of the Agreement, including the Statement of Work. Contractor's staff with any of the following in their background will not be permitted to provide Services under the Agreement as a Security Manager or otherwise:

- Felony conviction
- Conviction for a sex offense
- Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge
- Any conviction of drunk or reckless driving within the last three (3) years

MEDICAL HEALTH SCREENING:

Security Manager must be medically qualified to perform the essential duties under the Agreement. Candidates for this position shall undergo a health screening before commencement of Services under the Agreement and annually thereafter, as required by County. County may require Contractor to provide medical certifications for any Security Staff, including Security Managers, if County determines that their physical condition appears to be questionable.

LICENSE REQUIREMENTS:

Contractor's staff classified as Security Managers are required to have a valid California Class "C" Driver's License.

TRAINING REQUIREMENTS:

Security Manager must complete the applicable training and meet the requirements specified in Attachment 5 (Training Requirements) to the Statement of Work.

STATEMENT OF WORK – ATTACHMENT 7.2

STAFF SPECIFICATIONS – SUPERVISING GUARD

Supervising Guard (also “Supervisor”) shall be assigned to one or more Services Sites for supervision of Guards providing Services under the Agreement, including Guard I, II and III, as specified in the Statement of Work. Supervisors may be required to travel to multiple Services Sites as part of their duties.

EXPERIENCE REQUIREMENTS:

Must have at least (2) years within the last three (3) years of full-time paid experience as a security guard in a healthcare environment and have a High School Diploma or equivalent.

EXAMPLES OF DUTIES SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:

- Ensuring adequate assigned Posts are covered by applicable security guards.
- Providing direction and instructions to applicable security guards.
- Monitoring applicable security guard’s performance.
- Providing technical and administrative support to applicable security guards.
- Responding to emergency and provide necessary support.
- Training applicable security guards on the use of radios and Services Site(s) codes.
- Conducting investigations of incidents and preparing a written memorandum of Security Incident Report (“SIR”) and submitting the SIR to the Service Site designee of County’s Project Manager by the end of the Supervisor’s shift or within twenty-four (24) hours of the incident.
- Covering applicable Post for applicable Guards during breaks, meal, and absences.
- When necessary, operating Contractor owned motor vehicle and/or bicycle to conduct inspections around Services Site(s).

BACKGROUND INVESTIGATIONS:

Each Supervising Guard is required to undergo and pass to the satisfaction of County a background investigation in accordance with the terms of the Agreement, including the Statement of Work. Contractor’s staff with any of the following in their background will not be permitted to provide Services under the Agreement as a Supervising Guard or otherwise:

- Felony conviction
- Conviction for a sex offense
- Military conduct that involved dishonorable discharge, bad conduct or an undesirable discharge
- Any conviction of drunk or reckless driving within the last three (3) years

MEDICAL HEALTH SCREENING:

Supervising Guard must be medically qualified to perform the essential duties under the Agreement. Candidates for this position shall undergo a health screening before commencement of Services under the Agreement and annually thereafter, as required by County. County may require Contractor to provide medical certifications for any Security Staff, including Supervising Guards, if County determines that their physical condition appears to be questionable.

LICENSE REQUIREMENTS:

Contractor’s staff classified as Supervising Guard are required to have a valid California Class “C” Driver’s.

STATEMENT OF WORK – ATTACHMENT 7.2

TRAINING REQUIREMENTS:

Supervising Guard must pass and meet the requirements specified in Attachment 5 (Training Requirements) to the Statement of Work.

STAFF SPECIFICATIONS - GUARD III

Guard III shall be assigned to Services Site(s) for provision of Services under the Agreement as specified in the Statement of Work. Guard III will be assigned to a Post distinguished by County as a higher potential risk. Guard III may also assume a “Team Lead” role in which they will oversee an area to ensure Guards I and II are performing their duties; immediately respond to issues or concerns raised by Guards I and II related to security matters.

NOTE: County will be responsible for assigning the level of risk for each Post to be covered under the Agreement.

EXPERIENCE REQUIREMENTS:

Guard III must have at least three (3) years of full-time paid experience as a security guard in a healthcare environment and have a High School Diploma or equivalent.

EXAMPLES OF DUTIES SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:

- Providing supportive and a lead role in advising and assisting Guards I and II.
- Ensuring County staff present appropriate County identification when entering a Service Site or restricted areas within the Services Site.
- Intervening to prevent injurious acts to persons or damage to County property.
- Safeguarding County property against theft, vandalism and illegal entry.
- Preventing entry of weapons and other illegal contraband into a Services Site.
- Providing information and assistance to the public as needed.
- Operating Contractor or County owned weapon screening equipment, including x-ray machines and magnetometers, both screen-operated and hand-held, as required by Services Sites and document findings.
- Visually screening packages for suspicious markings. If package is suspicious, placing package in an open area and notifying proper authorities, including local law enforcement and Service Site Administrator.
- Locking and unlocking gates and doors; and raising and lowering flags at designated times.
- Ensuring that only authorized personnel are permitted access to closed or restricted areas.
- Responding to reports of ill or injured visitors, patrons, or employees, rendering first aid and notifying local law enforcement and Service Site Administrator, as soon as practicably feasible.
- Relaying reports of bomb threats immediately to local law enforcement and Service Site Administrator.
- Responding to the scene of locally activated fire, burglary or other alarms, evaluating the situation and taking appropriate action.
- Monitoring building alarm systems and electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots.
- Conducting regular vehicle patrols of Service Sites, utilizing Contractor-issued motor vehicles, bicycles or scooters as required by each Service Site.
- Logging activities and events on the Daily Activity Report (DAR).

STATEMENT OF WORK - ATTACHMENT 7.3

- When necessary, operating Contractor owned motor vehicle and/or bicycle to conduct inspections around Service Sites.

BACKGROUND INVESTIGATIONS:

Each Guard III is required to undergo and pass to the satisfaction of the County a background investigation in accordance with the terms of the Agreement, including the Statement of Work. Contractor's staff with any of the following in their background will not be permitted to provide Services under the Agreement as a Guard III or otherwise:

- Felony conviction
- Conviction for a sex offense
- Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge
- Any conviction of drunk or reckless driving within the last three (3) years

MEDICAL HEALTH SCREENING:

Guard III must be medically qualified to perform the essential duties under the Agreement. Candidates for this position shall undergo a health screening before commencement of Services under the Agreement, and annually thereafter, as required by County. County may require Contractor to provide medical certifications for any Security Staff, including Guard III, if County determines that their physical condition appears to be questionable.

LICENSE REQUIREMENTS:

Contractor's staff classified as Guard III may be required to have a valid California Class "C" Driver's License.

TRAINING REQUIREMENTS:

Guard III must complete the applicable training and meet the requirements specified in Attachment 5 (Training Requirements) to the Statement of Work.

STAFF SPECIFICATIONS - GUARD II

Guard II shall be assigned to Services Site(s) for provision of Services under the Agreement as specified in the Statement of Work. Guard II will be assigned to a Post distinguished by County as a higher potential risk.

NOTE: County will be responsible for assigning the level of risk for each Post to be covered under the Agreement.

EXPERIENCE REQUIREMENTS:

Guard II must have at least one (1) year of full-time paid experience as a security guard in a healthcare environment and have a High School Diploma or equivalent.

EXAMPLES OF DUTIES SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:

- Ensuring County staff present appropriate County identification when entering a Service Site or restricted areas within the Services Site.
- Intervening to prevent injurious acts to persons or damage to County property.
- Safeguarding County property against theft, vandalism and illegal entry.
- Preventing entry of weapons and other illegal contraband into a Services Site.
- Providing information and assistance to the public as needed.
- Operating Contractor or County owned weapon screening equipment, including x-ray machines and magnetometers, both screen-operated and hand-held, as required by Services Sites and document findings.
- Visually screening packages for suspicious markings. If package is suspicious, placing package in an open area and notifying proper authorities, including local law enforcement and Service Site Administrator.
- Locking and unlocking gates and doors; and raising and lowering flags at designated times.
- Ensuring that only authorized personnel are permitted access to closed or restricted areas.
- Responding to reports of ill or injured visitors, patrons or employees, render first aid and notifying local law enforcement and Service Site Administrator, as soon as practicably feasible.
- Relaying reports of bomb threats immediately to local law enforcement and Service Site Administrator.
- Responding to the scene of locally activated fire, burglary, or other alarms, evaluating the situation and taking appropriate action.
- Monitoring building alarm systems and electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots.
- Conducting regular vehicle patrols of Service Sites, utilizing Contractor-issued motor vehicles, bicycles or scooters as required by each Service Site.
- Logging activities and events on the Daily Activity Report (DAR).
- When necessary, operating Contractor owned motor vehicle and/or bicycle to conduct inspections around Service Sites.

BACKGROUND INVESTIGATIONS:

Each Guard II is required to undergo and pass to the satisfaction of County a background investigation in accordance with the terms of the Agreement, including the Statement of Work. Contractor's staff with any of the following in their background will not be permitted to provide Services under the Agreement as a Guard II or otherwise:

- Felony conviction
- Conviction for a sex offense
- Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge
- Any conviction of drunk or reckless driving within the last three (3) years

MEDICAL HEALTH SCREENING:

Guard II must be medically qualified to perform the essential duties under the Agreement. Candidates for this position shall undergo a health screening before commencement of Services under the Agreement, and annually thereafter, as required by County. County may require Contractor to provide medical certifications for any Security Staff, including Guard II, if County determines that their physical condition appears to be questionable.

LICENSE REQUIREMENTS:

Contractor's staff classified as Guard II may be required to have a valid California Class "C" Driver's License.

TRAINING REQUIREMENTS:

Guard II must complete the applicable training and meet the requirements specified in Attachment 5 (Training Requirements) to the Statement of Work.

STATEMENT OF WORK – ATTACHMENT 7.5

STAFF SPECIFICATION - GUARD I

Guard I shall be assigned to Services Site(s) for provision of Services under the Agreement as specified in the Statement of Work. Guard I will be assigned to a Post distinguished by the County as a lower potential risk.

NOTE: County will be responsible for assigning the level of risk for each Post to be covered under the Agreement.

EXPERIENCE REQUIREMENTS:

Guard I must be 18 years of age and have a High School Diploma or equivalent.

EXAMPLES OF DUTIES SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:

- Ensuring County staff present appropriate County identification when entering a Services Sites, or a restricted area within a Services Site.
- Intervening to prevent injurious acts to persons or damage to County property.
- Safeguarding County property against theft, vandalism and illegal entry.
- Preventing entry of weapons and other illegal contraband into a Services Sites.
- Providing information and assistance to the public as needed.
- Operating Contractor or County owned weapon screening equipment, including x-ray machines and magnetometers, both screen-operated and hand-held, as required by Service Site and document findings.
- Visually screening packages for suspicious markings. If package is suspicious, placing package in an open area and notifying proper authorities, including local law enforcement and Service Site Administrator.
- Locking and unlocking gates and doors; and raising and lowering flags at designated times.
- Ensuring that only authorized personnel are permitted access to closed or restricted areas.
- Responding to reports of ill or injured visitors, patrons or employees, rendering first aid and notifying local law enforcement and Service Site Administrator, as soon as practicably feasible.
- Relaying reports of bomb threats immediately to local law enforcement and Service Site Administrator.
- Responding to the scene of locally activated fire, burglary, or other alarms, evaluate the situation and taking appropriate action.
- Monitoring building alarm systems and electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots.
- Conducting regular vehicle patrols of Service Sites, utilizing Contractor-issued motor vehicles, bicycles or scooters as required by Service Sites.
- Logging activities and events on the Daily Activity Report (DAR).

BACKGROUND INVESTIGATIONS:

Each Guard I is required to undergo and pass to the satisfaction of County a background investigation in accordance with the terms of the Agreement, including the Statement of Work.

STATEMENT OF WORK – ATTACHMENT 7.5

Contractor's staff with any of the following in their background will not be permitted to provide Services under the Agreement as a Guard I or otherwise:

- Felony conviction
- Conviction for a sex offense
- Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge
- Any conviction of drunk or reckless driving within the last three (3) years

MEDICAL HEALTH SCREENING:

Guard I must be medically qualified to perform the essential duties under the Agreement. Candidates for this position shall undergo a health screening before commencement of Services under the Agreement, and annually thereafter, as required by County. County may require Contractor to provide medical certifications for any Security Staff, including Guard I, if County determines that their physical condition appears to be questionable.

LICENSE REQUIREMENTS:

Contractor's staff classified as Guard I may be required to have a valid California Class "C" Driver's License.

TRAINING REQUIREMENTS:

Guard I must complete the applicable training and meet the requirements specified in Attachment 5 (Training Requirements) to the Statement of Work.

EXHIBIT C
PRICING SCHEDULE

This Exhibit C (Pricing Schedule) to the Agreement sets forth the pricing and payment terms for provision of Services pursuant to the Agreement. The terms or phrases used herein without definitions shall have the meanings given to such in the Agreement, including the Statement of Work.

1.0 PRICING AND PAYMENTS

1.1 SERVICE FEES

The fees for Services ("Service Fee(s)") specified in this Pricing Schedule are the maximum amounts that shall be payable by County to Contractor for the Services provided pursuant to the Agreement. Unless amended pursuant to a duly authorized amendment to the Agreement, the Service Fees shall not increase during the term of the Agreement. Contractor shall invoice County the Service Fees for Services provided in accordance with the requirements of the Statement of Work. Unless otherwise provided in the Agreement, Service Fees shall include any and all costs and fees associated with the provision of Services.

Contractor shall provide all Services and fulfill all requirements of the Statement of Work in exchange for the Service Fees specified below.

1.2 PRICING TERMS

Pricing and reimbursement for Services provided pursuant to the Agreement shall be subject to the following terms and conditions:

Security Staff Classification	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rates	Year 4 Hourly Rate	Year 5 Hourly Rate
Guard I	\$35.60	\$35.60	\$35.60	\$35.60	\$35.60
Guard II	\$36.32	\$36.32	\$36.32	\$36.32	\$36.32
Guard III	\$37.48	\$37.48	\$37.48	\$37.48	\$37.48
Supervising Guard	\$38.94	\$38.94	\$38.94	\$38.94	\$38.94
Security Manager	\$48.71	\$50.16	\$51.65	\$53.20	\$54.80
Project Manager	\$50.95	\$52.51	\$54.13	\$55.80	\$57.53
Project Director	\$62.12	\$64.07	\$66.09	\$68.19	\$70.36
Area 3: Maximum Obligation			\$45,178,360		

2.0 INVOICING

2.1 INVOICING

Terms	☒ Monthly in Arrear ☐ Monthly in Advance ☐ Other _____
Due Date	☐ 15 th of each month ☐ End of each month ☐ Other _____
Submission	To contact(s) for billing identified in Exhibit E (County's Administration) or Attachment 1 (Service Sites) under Exhibit A (Statement of Work), as applicable.

Unless otherwise instructed by County, Contractor shall submit a separate invoice for each Service Site, if any, to County's Project Manager or the Service Site PM, as applicable. All invoices submitted by Contractor shall include a billing summary of the Services provided. County and Contractor will agree on the invoice format, which shall include, at a minimum, the information specified below:

1. Invoice #
2. Invoice Date
3. Service Site, if any
4. Date of Services
5. Description of Services
6. Service Fees
7. Total invoice amount

2.2 EXPENSES

Unless specified otherwise in the Agreement or the Statement of Work, the Service Fees specified in this Pricing Schedule are the only amounts that Contractor may charge County and be reimbursed for provision of Services under the Agreement, and County shall not pay Contractor overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem or any other expenses that may be incurred by Contractor in the course of provision of the Services.

If Contractor is authorized under the Agreement or by County to be reimbursed for expenses (mileage, parking, etc.) incurred in the course of provision of Services in addition to the Service Fees payable under the Agreement, the reimbursement rates for such expenses shall not exceed those approved by County for reimbursement to County employees.

EXHIBIT D
ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR'S NAME Inter-Con Security Systems, Inc.

COUNTY AGREEMENT NO. _____

GENERAL INFORMATION:

Contractor referenced above has entered into the County Agreement identified above (hereafter "County Agreement") to provide certain services to the County of Los Angeles (hereafter "County"). County requires Contractor to sign this Contractor Acknowledgement and Confidentiality Agreement (hereafter "Confidentiality Agreement").

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that Contractor employees, consultants, outsourced vendors, independent contractors and agents (hereafter "Contractor's Staff") that will provide services pursuant to the above referenced County 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 County Agreement.

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

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by County 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 County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with County. 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 understands and agrees that if it or Contractor's Staff are involved in County work, 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 it or Contractor's Staff for County.

Contractor, on behalf of itself and Contractor's Staff, hereby agrees that neither it nor Contractor's will divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced County Agreement. Contractor agrees that it and Contractor's Staff shall forward to County's Project Manager all requests for the release of any data or information received.

Contractor agrees that it and Contractor's Staff shall keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from County, design concepts, algorithms, programs, formats,

documentation, Contractor's proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the County Agreement. Contractor further agrees that it and Contractor's Staff shall protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor also agrees that if proprietary information supplied by other County vendors is provided to Contractor's Staff during employment, Contractor and Contractor's Staff shall keep such information confidential during and following the term of the County Agreement.

Contractor agrees that it and Contractor's Staff shall report any and all violations of this Confidentiality Agreement by Contractor or Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor acknowledges that violation of this Confidential Agreement by Contractor or Contractor's Staff may subject Contractor and Contractor's Staff to civil and/or criminal action and that County may seek all possible legal redress.

SIGNATURE: 
PRINTED NAME: Kevin Hernandez

DATE: 4/29/2026
POSITION: Chief Strategy Officer

EXHIBIT E
COUNTY'S ADMINISTRATION

COUNTY'S PROJECT DIRECTOR

Name Julio C. Alvarado

Title Director, Contracts Administration & Monitoring

Phone (213) 288-7819

Email jalvarado@dhs.lacounty.gov

COUNTY'S PROJECT MANAGER

Name Matthew Ohan

Title Staff Analyst, Health

Phone 562-385-6563

Email mohan@dhs.lacounty.gov

SERVICE SITE – SERVICE SITE PROJECT MANAGER / BILLING

Name Joseph Mesina

Title Fiscal Officer II

Phone 626-525-5265

Email jomesina@dhs.lacounty.gov

EXHIBIT F
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S WEBVEN VENDOR ID: 198168

CONTRACTOR'S PROJECT DIRECTOR

Name Michael Bogosian

Title VP Operations

Address 210 S. De Lacey Ave Pasadena, CA 91105

Phone 626-535-2200

Email mbogosian@icsecurity.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name Kevin Hernandez

Title Chief Strategy Officer

Address 210 S. De Lacey Ave Pasadena, CA 91105

Phone 626-535-2200

Email KHernandez@icsecurity.com

Name Richard Stack

Title Chief Operating Officer

Address 210 S. De Lacey Ave Pasadena, CA 91105

Phone 626-535-2200

Email RStack@icsecurity.com

EXHIBIT G
CHARITABLE CONTRIBUTIONS CERTIFICATION

[Vendor/Contractor]: Inter-Con Security Systems, Inc

Address: 210 S. De Lacey Ave Pasadena, CA 91105

Internal Revenue Service Employer Identification Number: 95-3020192

☐ The Agency or Contractor is exempt from the California Nonprofit Integrity Act.

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

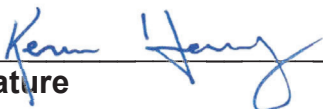
The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

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

OR

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



Signature

Date: 04-29-2026

Name of Signer: Kevin Hernandez

Title: Chief Strategy Officer

DEPARTMENT OF HEALTH SERVICES



AGREEMENT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

INTER-CON SECURITY SYSTEMS, INC.

FOR

SECURITY GUARD SERVICES

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- B** Statement of Work
- C** Pricing Schedule
- D** Acknowledgement and Confidentiality Agreement
- E** County's Administration
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- G** Charitable Contributions Certification

**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
INTER-CON SECURITY SYSTEMS, INC.
FOR
SECURITY GUARD SERVICES**

This Agreement, including the Exhibits, is made and entered into on the 1st day of October, 2026, (hereinafter "Effective Date") by and between the County of Los Angeles (hereinafter "County") and Inter-Con Security Systems, Inc. (hereinafter "Contractor"), located at 210 South De Lacey Ave, Pasadena, CA 91105.

RECITALS

WHEREAS, pursuant to Sections 1441 and 1445 of the California Health and Safety Code, County has established and operates, through its Department of Health Services, the facilities, premises and other service sites; and

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

WHEREAS, Contractor is a private entity specializing in the provision of Security Guard Services (hereinafter "Services") that may be solicited by County; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Sections 26227 and 31000 of the California Government Code and Section 1451 of the California Health and Safety Code; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide the Services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

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

1.0 APPLICABLE DOCUMENTS

1.1 INTERPRETATION

The Exhibits attached to this base document (hereinafter "Base Agreement") form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any task, deliverable, goods, service or other work or otherwise between the Base Agreement and the Exhibits, or among Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Base Agreement, then to Exhibit A (Additional Provisions) (hereinafter "Additional Provisions") and then to the remaining Exhibits in alphabetical order.

Paragraph headings are utilized throughout this Agreement for convenience and reference only and are not intended to define the scope of any provision hereof.

Unless specified otherwise, any Paragraph references herein shall be made to the provisions of the Base Agreement.

1.2 ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments and Modifications) and signed by both parties.

2.0 DEFINITIONS

The terms and phrases in this Paragraph, with the initial letter capitalized where applicable, whether singular or plural, whenever used in this Agreement shall have the particular meanings set forth below.

2.1 GENERAL DEFINITIONS

- 2.1.1 “Additional Services”** – shall mean the Services other than those required to be provided pursuant to the Statement of Work.
- 2.1.2 “Agreement”** – shall mean and refer to this agreement executed between County and Contractor setting forth the terms and conditions for Contractor’s performance and provision of Services as specified herein, including Exhibit B (Statement of Work).
- 2.1.3 “Board”** – shall mean County’s Board of Supervisors.
- 2.1.4 “DHS”; “Department”** – County’s Department of Health Services.
- 2.1.5 “Director”** – shall mean the Director of DHS or authorized designee.
- 2.1.6 “Fiscal Year”** – shall mean a twelve-month period beginning on July 1st and ending on June 30th of the following year.
- 2.1.7 “Pricing Schedule”** – shall mean a schedule of rates, fees and any other terms and conditions for provision of Services under the Agreement set forth in Exhibit C (Pricing Schedule) to the Agreement.
- 2.1.8 “Required Services”** – shall mean the Services described in the Statement of Work that are required to be provided by Contractor under the Agreement.
- 2.1.9 “Service Fees”** – shall mean rates and fees for provision of Services under the Agreement.
- 2.1.10 “Service Site”** – shall mean and refer to any one of County’s healthcare facilities or other sites for which Services may be provided under the Agreement, including those that may be specified in Exhibit B (Statement of Work) and any or all of those identified in <https://dhs.lacounty.gov/our-locations>, such as Medical Centers and any associated Comprehensive Health Centers, Outpatient Centers and health centers, as well as administrative offices.

- 2.1.11** “**Service Site Project Manager**; “**Service Site PM**” – shall mean and refer to any individual designated by County's Project Manager for a Service Site, as such may be identified in Exhibit E (County's Administration) to the Agreement.
- 2.1.12** “**Services**” – shall mean goods, services and any other work that may be provided by Contractor pursuant to this Agreement, including Exhibit B (Statement of Work).
- 2.1.13** “**Statement of Work**”; “**SOW**” – shall mean Contractor's obligations and other requirements for provisions of Services hereunder as set forth in Exhibit B (Statement of Work) to the Agreement, including any sub-Exhibit(s) and Attachment(s) thereto.

3.0 WORK

3.1 PERFORMANCE OF SERVICES

Pursuant to the provisions of this Agreement, Contractor shall fully perform, complete and deliver on time all tasks, deliverables and other Services as set forth herein, including Exhibit B (Statement of Work), at the rates and fees set forth in Exhibit C (Pricing Schedule).

3.2 GRATUITOUS EFFORT

If Contractor provides any tasks, deliverables, services or other work to County other than those Services specified in this Agreement or that exceed the maximum County obligation that may be allocated for such Services, such tasks, deliverables, services or other work shall be deemed a gratuitous effort on the part of Contractor, for which Contractor shall have no claim whatsoever against County.

4.0 TERM OF AGREEMENT

4.1 TERM

The term of the Agreement shall commence on the Effective Date as reflected on the top of Page 1 of this Base Agreement, following its execution by the parties, and shall continue in full force and effect for five (5) years (hereinafter "Initial Term"), with up to three (3) one-year extension options (hereinafter each "Extension Term"), unless extended or sooner terminated, in whole or in part, as provided herein.

4.2 PERFORMANCE HISTORY

County maintains databases that track/monitor Contractor's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a term extension option.

4.3 EXPIRATION NOTIFICATION

Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the DHS contact(s) identified in Exhibit E (County's Administration).

5.0 PAYMENTS AND INVOICING

5.1 PRICING AND PAYMENTS

5.1.1 Written Approval for Reimbursement

Contractor shall be paid under this Agreement only for the Services satisfactorily performed at the rates and fees specified in Exhibit C (Pricing Schedule). Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder. Assumption or takeover of any of Contractor's duties, responsibilities or 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, shall occur only with County's express prior written approval.

5.1.2 Third Party Reimbursement

Unless and to the extent otherwise expressly permitted in the Agreement, (i) Contractor shall not bill any patient or any payor for Services provided hereunder; (ii) shall consider payment by County to be payment in full for such Services; and (iii) shall assign to County rights to payment by any patient or third party payor, including Medicare and Medi-Cal, for any Services rendered pursuant to this Agreement.

5.1.3 The Agreement rates and fees ("Service Fees") shall not exceed those specified in the Pricing Schedule for each year of the Initial Term of the Agreement. Contractor may request an increase in the Service Fees for the Extension Term. Upon such request, the parties will mutually agree on an adjustment to the Service Fees pursuant to an amendment or other appropriate Agreement modification as authorized by the Board.

5.2 INVOICING

5.2.1 Submission of Invoices

Contractor's invoices for Services shall be priced and submitted in accordance with Exhibit C (Pricing Schedule) and shall contain, at a minimum, as applicable, description of the Services for which payment is claimed (tasks, deliverables, goods, services, etc.), hours worked and the Service Site(s) for which Services were provided. All invoices and supporting documentation shall be submitted to the person(s) designated in Exhibit E (County's Administration) by the 15th calendar day of the month following provision of the Services, unless otherwise stated in Exhibit C (Pricing Schedule) or required by law or County policy.

5.2.2 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of County's Project Manager, or authorized designee, for Services for which payment is claimed prior to any payment thereof. In

no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.2.3 Payment of Invoices

Provided that Contractor is not in breach of any provision of this Agreement, and it is not otherwise required by law or specified elsewhere in the Agreement, including Exhibit C (Pricing Schedule), County will pay properly submitted undisputed invoices within thirty (30) days of receipt by County. County's failure to pay within thirty (30) days or other appropriate period, however, shall not be deemed as automatic invoice approval or acceptance by County of any deliverable for which payment is sought, nor shall it entitle Contractor to impose an interest or penalty in any form on any late payment.

5.3 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF 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 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 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 Agreement.

5.4 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

5.4.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with County shall be Electronic Funds Transfer (hereinafter "EFT") or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (hereinafter "A-C").

5.4.2 Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and shall comply with all accounting, record keeping, and tax reporting requirements.

5.4.3 Any provision of law, grant or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.4.4 At any time during the duration of this Agreement, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with

the contracting department(s), shall decide whether to approve exemption requests.

5.5 PREFERENCE PROGRAM ENTERPRISES – PROMPT PAYMENT PROGRAM

If certified in accordance with the applicable Chapter of the Los Angeles County Code as a Local Small Business Enterprise (hereinafter "LSBE"), a Social Enterprise (hereinafter "SE") or a Disabled Veterans Business Enterprise (hereinafter "DVBE") (hereinafter, each also a "Preference Program Enterprise" or "PPE"), Contractor will receive prompt payment for Services provided to County under the Agreement. Prompt payment is defined as fifteen (15) calendar days after receipt by County of a proper undisputed invoice, which has been validated against appropriate documentation, consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

6.0 ADMINISTRATION OF AGREEMENT – COUNTY

The Director, or authorized designee, shall have the authority to administer this Agreement on behalf of County and retains professional and administrative responsibility for the Services rendered under this Agreement. Other key County personnel administering the Agreement on behalf of County are referenced in the Paragraph(s) below and identified in Exhibit E (County's Administration). The key County personnel identified herein are not authorized to make changes to any of the terms or conditions of this Agreement or to further obligate County in any respect whatsoever, unless and except as may be authorized by the Board and in accordance with the terms of the Agreement, including Paragraph 8.1 (Amendments and Modifications). County will notify Contractor in writing of changes in the names or contact information specified in Exhibit E (County's Administration).

6.1 COUNTY'S PROJECT DIRECTOR

County's Project Director has the authority to negotiate and recommend all changes to this Agreement and to resolve disputes between County and Contractor.

6.2 COUNTY'S PROJECT MANAGER

County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Agreement, who will be responsible for:

- Monitoring Contractor's performance of the Agreement.
- Examining the quality of any and all tasks, deliverables, goods, services and other work provided by Contractor hereunder.
- Providing direction to Contractor in the areas relating to policy, information and procedural requirements.

County's Project Manager may have a designee at any Service Site, who will be a Service Site PM for that Service Site. Unless specified otherwise, reference to County's Project Manager shall include a designee for the applicable Service Site. County's Project Manager designated for each Service Site will be the approving authority for invoices for such Service Site.

7.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

Contractor shall designate the personnel referenced in the Paragraph(s) below and identified in Exhibit F (Contractor's Administration) for administering the Agreement on behalf of Contractor. Contractor shall notify County in writing of any change in the name or contact information of any such personnel within five (5) business days of the change.

7.1 CONTRACTOR'S PROJECT DIRECTOR

Unless the Agreement is with a sole practitioner for provision of Specialty Medical Services (hereinafter "SMS") or otherwise instructed in writing by authorized County personnel, Contractor shall designate Contractor's Project Director for the term of the Agreement. Contractor's Project Director shall be responsible for Contractor's performance of and compliance with this Agreement. Contractor's Project Director shall coordinate and/or meet with County as required by County for performance of this Agreement.

7.2 CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials for executing instruments under this Agreement on behalf of Contractor.

7.3 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of Contractor's staff performing Services under this Agreement, and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Director, if any.

7.4 CONFIDENTIALITY

7.4.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.4.2 Furthermore, Contractor shall: (i) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (ii) promptly transmit to County all requests for disclosure of any such records or information; (iii) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Agreement, return all such records and information to County or maintain such records and information in accordance with the written procedures that may be provided or made available to Contractor by County for this purpose.

7.4.3 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and

volunteers, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.4, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

7.4.4 Contractor shall inform all of its officers, employees, agents and subcontractors providing that may provide Services under this Agreement of the confidentiality and indemnification provisions of this Agreement.

7.4.5 Contractor shall sign and adhere to the provisions of Exhibit D (Acknowledgement and Confidentiality Agreement) on behalf of itself and all of its employees, subcontractors, agents and other persons who may provide work for or on behalf of Contractor under the Agreement.

7.5 STAFF PERFORMANCE UNDER THE INFLUENCE

Contractor shall not knowingly permit any employee to perform Services under this Agreement while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS AND MODIFICATIONS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes to any of the terms, obligations or conditions of this Agreement, except through the procedures set forth in this Paragraph below.

8.1.1 For any change which materially affects any term or condition of this Agreement, an Amendment to the Agreement, shall be prepared by County and executed by Contractor and County as authorized by the Board.

8.1.2 For any change that does not materially affect any term or condition of this Agreement, a modification to the Agreement (Administrative Amendment, Change Notice, Change Order, etc.) shall be prepared by County and signed by Contractor.

8.1.3 The Board or County's Chief Executive Officer (hereinafter "CEO"), or authorized designee, may require, during the term of this Agreement, the addition and/or change of certain terms and conditions in the Agreement. County reserves the right to add and/or change such provisions as required by the Board, the CEO, or authorized designee. To implement such changes, an Amendment to the Agreement shall be prepared by County and executed by Contractor and County as authorized by the Board.

- 8.1.4** The Director, or authorized designee, may require, during the term of this Agreement, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in Federal and/or State law or regulation. County reserves the right to add and/or change such provisions as required by law or regulation to preserve this Agreement's conformity and compliance to Federal and/or State law or regulation. To implement such changes, an Amendment to the Agreement shall be prepared by County and executed by Contractor and County as authorized by the Board.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1** Contractor shall notify County of any pending acquisitions/mergers of its entity unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.
- 8.2.2** Contractor shall not assign its rights or delegate its duties under this 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 Paragraph, County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 8.2.3** Any assumption, assignment, delegation or takeover of any of Contractor's duties, responsibilities or 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 Agreement which may result in the termination of this 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.

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

In the event that County's 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 contracts, County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by Contractor under this Agreement will also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor must continue to provide all of the services set forth in this Agreement.

8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded or whose principals are suspended, debarred, ineligible or excluded from securing Federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees or independent contractors is currently suspended, debarred, ineligible or excluded from securing Federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing Federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible or excluded from securing Federally funded contracts. Contractor shall reimburse County for any and all associated costs (repayment, fine and/or penalty) that may be incurred by County as a result of inappropriate claims submitted by or on behalf of one of its staff or vendors that was excluded or suspended regardless of Contractor's prior knowledge of such exclusion or suspension. Failure by Contractor to comply with this provision shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement.

8.6 COMPLAINTS

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

- 8.6.1** Within ten (10) business days of the Effective Date of this Agreement, Contractor shall provide to County with Contractor's policy for receiving, investigating and responding to user complaints.
- 8.6.2** County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.6.3** If County requests changes to Contractor's policy, then Contractor shall make such changes and resubmit the plan within ten (10) business days to County for approval.

- 8.6.4** If, at any time, Contractor wishes to change its policy regarding complaints, Contractor shall submit proposed changes to County for approval prior to implementing the changes.
- 8.6.5** Contractor shall preliminarily investigate all complaints and notify County's Project Manager, or authorized designee, of the status of the investigation within fifteen (15) business days of receiving the complaint.
- 8.6.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted, which shall adhere to formal plans for specific actions and strict time deadlines.
- 8.6.7** Copies of all written responses shall be sent to County's Project Manager, or authorized designee, within fifteen (15) business days of being mailed to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

- 8.7.1** In the performance of this Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to, standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.
- 8.7.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, agents and volunteers from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, 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, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.7.3 Facility Rules and Regulations

At any time that Contractor's agents, employees or subcontractors are at a Service Site or other County facility for provision of Services under this Agreement, Contractor and such persons shall be subject to the rules and regulations of that facility. County will provide or make available to Contractor a copy of rules and regulations pertaining to the facility upon execution of this Agreement and updates during its term. It is the responsibility of Contractor to acquaint all persons who may provide Services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of Services hereunder upon receipt of written notice from the Director that: (i) such employee or subcontractor has violated such rules or regulations, or (ii) such

employee's or subcontractor's actions while at the County facility may adversely affect the delivery of health care services to County patients.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS – ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

8.8.1 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

8.8.2 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, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations

8.8.3 Contractor certifies to County each of the following:

- a)** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- b)** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- c)** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- d)** Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goals or timetables.

8.8.4 Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such actions shall include, but are not limited to, employment, upgrading, demotion, transfer, recruitment and recruitment advertising, layoff and termination,

rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.8.5** Contractor certifies and agrees that it will deal with its subcontractors, bidders and vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation.
- 8.8.6** Contractor certifies and agrees that it, its affiliates, subsidiaries and holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement.
- 8.8.7** Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.7 when so requested by County.
- 8.8.8** If County finds that any provisions of this Paragraph 8.7 have been violated, such violation shall constitute a material breach of this Agreement, upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this 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 Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 8.8.9** The parties agree that in the event that Contractor violates any of the anti-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) from Contractor for each such violation, pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Agreement.

8.9 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program

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

8.9.2 Written Employee Jury Service Policy

- a) 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 County Code](#)) or that Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from 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 Employee's regular pay the fees received for jury service.
- b) For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract 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 contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (i) the lesser number is a recognized industry standard as determined by County, or (ii) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses a subcontractor to perform Services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to such agreement.
- c) If Contractor is not required to comply with the Jury Service Program when the 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 of the Agreement 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" and/or that Contractor continues to qualify for an exception to the Program.

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

8.10 CONFLICT OF INTEREST

8.10.1 No County employee whose position with County enables such employee to influence the award or administration of this 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 this 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.

8.10.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts that 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 8.9 shall be a material breach of this Agreement.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR ON A COUNTY RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the Effective Date of this 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 term of this Agreement.

8.12 CONSIDERATION OF HIRING GAIN/ START PARTICIPANTS

8.12.1 Should Contractor require additional or replacement personnel after the Effective Date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services (hereinafter "DPSS") Greater Avenues for Independence (hereinafter "GAIN") Program or Skills and Training to Achieve Readiness for Tomorrow (hereinafter "START") Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/START participants by job category to Contractor. Contractor shall report all job openings with job requirements to: gainstart@dpss.lacounty.gov and

bservices@opportunity.lacounty.gov; and DPSS will refer qualified GAIN/START job candidates.

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

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

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

8.13.2 Chapter 2.202 of the County Code

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

8.13.3 Non-responsible Contractor

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

8.13.4 Contractor Hearing Board

- a) 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.
- b) 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.

- c) 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 Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- d) If 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: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (a) Contractor has been debarred for a period longer than five (5) years; (b) the debarment has been in effect for at least five (5) years; and (c) 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.
- f) 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.

8.13.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of Contractor.

8.14 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, including Contractor, 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 subcontractors' place of business. Information and posters for printing are available at babysafela.org.

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

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

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

8.16 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

8.16.1 Contractor hereby warrants that neither it nor any of its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify the Director within ten (10) calendar days in writing of: (i) any event that would require Contractor or any aforementioned parties mandatory exclusion or suspension from participation in a Federally funded health care program; and (ii) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

- 8.16.2** Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.
- 8.16.3** Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8.17 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will monitor Contractor's performance under this Agreement, which will include assessing Contractor's compliance with all Agreement terms and conditions and performance standards, as further specified in Exhibit B (Statement of Work). Contractor deficiencies which County determines are significant or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in the Agreement.

8.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

- 8.18.1** Contractor shall repair, or cause to be repaired, at its own cost and expense, any and all damage other than normal wear and tear to County facilities, buildings or grounds caused by Contractor or employees, agents or subcontractors of Contractor during performance of Services under this Agreement. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.18.2** If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.
- 8.18.3** County reserves the unilateral right to make any repairs which the Director or authorized designee determines, upon sole discretion, to be a public safety issue requiring immediate repair. County, at its option, will bill Contractor for the cost of such repairs and/or deduct the cost of such repairs from any outstanding amounts owed by County to Contractor.

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.19.1** 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 this 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 and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.19.2** Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, employees and volunteers from employer sanctions and any other liability which may be assessed against Contractor or County, or both, in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.20 COUNTERPARTS; ELECTRONIC SIGNATURES AND REPRESENTATIONS

This Agreement and any Amendments or modifications thereto may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

County and Contractor hereby agree to regard appropriate facsimile or digital representations of original signatures of authorized officers of each party on the Agreement related documents, received via an electronic communicative (facsimile, email or electronic signature), as legally sufficient evidence that legally binding signatures have been affixed to such documents.

8.21 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 and its agents, officers, employees and volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees, for which County may be found jointly or solely liable, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.22 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of Services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of Services provided hereunder. Furthermore, if Contractor carries out any of the Services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over

a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.23 PERFORMANCE DURING EMERGENCIES/FORCE MAJEURE EVENTS

Contractor recognizes that healthcare facilities maintained by County, including the Service Sites, provide care essential to the residents of the communities they serve and that these Service Sites may be of particular importance at the time of a fire, flood, epidemic, quarantine restriction, riot, insurrection, civil unrest, natural disaster/occurrence, strike, lockout, freight embargo or other similar event (hereinafter in this Paragraph each such event is referred to as an "emergency" or "force majeure event").

Notwithstanding any other provision of this Agreement, full performance by Contractor during any emergency is not excused if such performance remains physically possible, unless otherwise directed by County. Failure by Contractor to comply with this requirement shall be considered a material breach by Contractor, for which County may immediately terminate this Agreement.

In the event Contractor's failure to perform arises as a result of an emergency, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delays caused by such emergency/force majeure event.

8.24 GOVERNING LAW, JURISDICTION AND VENUE

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

8.25 PROTECTION OF MEDICAL INFORMATION

8.25.1 Health Insurance Portability and Accountability Act Compliance

Contractor acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and its implementing regulations. Contractor further acknowledges and agrees that, as a provider of Services under this Agreement, it has obligations with respect to the confidentiality, privacy and security of patient' medical information (also, "PHI" under HIPAA) and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

Contractor, therefore, agrees that (a) it and any staff providing Services under this Agreement shall preserve the confidentiality of PHI and shall comply with all other obligations and provisions relating to HIPAA that may be specified herein, including Exhibit A (Additional Provisions) to the Agreement, and (b) it shall indemnify and hold harmless County

(including its officers, employees, agents and volunteers) for any damages to County that may be attributable to failure to preserve the confidentiality of PHI or to comply with the applicable obligations under HIPAA, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.25.2 Confidentiality of Medical Information Act

Contractor acknowledges that County is subject to the Confidentiality of Medical Information Act (hereinafter "CMIA"), which protects the confidentiality of individually identifiable medical information obtained by health care providers. As a contractor of County, Contractor, therefore, agrees to comply with the CMIA and shall not disclose any stored or accessible medical information regarding a patient, enrollee or subscriber.

8.25.3 Remedies

Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.25 shall constitute a material breach of this Agreement, upon which County may suspend or terminate the Agreement for default, at its sole discretion, and/or take such other actions as deemed necessary or appropriate by County or required by law. Contractor also acknowledges and agrees that due to the unique nature of the sensitive information addressed in this Paragraph 25 there can be no adequate remedy at law for any breach of Contractor's obligations hereunder, and, therefore, upon any such breach or any threat thereof, County shall be entitled to appropriate equitable remedies and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies County might have at law or equity.

8.26 INDEPENDENT CONTRACTOR STATUS

8.26.1 This 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.

8.26.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this 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. Consistent with the foregoing, County shall have no liability, and Contractor shall be solely and fully liable and responsible, to any of Contractor's employees, subcontractors or other persons providing work under this Agreement on behalf of Contractor, if any such person is unable to work or is required to stop working

(permanently or temporarily) as a result of the person's exposure to an infectious disease or other hazard while performing work pursuant to the Agreement, even if such person complied with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including those relating to the work site. Nothing in this Paragraph is intended in any way to alter or release Contractor from obligation to obtain and maintain the requisite workers' compensation coverage pursuant to Paragraph 8.29.3 (Workers' Compensation and Employers' Liability) below.

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

8.26.4 Contractor shall adhere to the provisions of Paragraph 7.5 (Confidentiality).

8.27 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers (hereinafter "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 Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

Any legal defense pursuant to Contractor's indemnification obligations under the Agreement 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 reasonable 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.

8.28 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance, during the term of the Agreement, coverage satisfying the requirements specified in this Paragraph 8.28 and Paragraph 8.29 (Insurance Coverage) below. These minimum insurance coverage terms, types and limits (hereinafter "Required Insurance") also are in addition to and separate from any other contractual obligations imposed

upon Contractor pursuant to this Agreement, including those that may be specified in Exhibit A (Additional Provisions) to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

8.28.1 Evidence of Coverage and Notice to County

- a) Certificate(s) of insurance coverage (hereinafter "Certificate") satisfactory to County and a copy of an Additional Insured endorsement confirming County and its Agents (as defined below) has been given Insured status under Contractor's General Liability policy shall be delivered to County at the email address specified below and provided prior to commencing services under this Agreement.
- b) Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- c) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of Contractor identified as the contracting party in this 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.
- d) 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.
- e) Certificates and copies of any required endorsements shall be emailed to the County of Los Angeles, Department of Health Services, Contracts and Grants Division, as the Certificate Holder at:

cgcontractorinsurance@dhs.lacounty.gov
- f) 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 subcontractors which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.28.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (hereinafter 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's and its Agents' additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable 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 providing it satisfies the Required Insurance provisions herein.

8.28.3 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) days in advance of cancellation for non-payment of premium and thirty (30) 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 this Agreement, in the sole discretion of County, upon which County may suspend or terminate this Agreement.

8.28.4 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 this Agreement, upon which County immediately may withhold payments due to Contractor and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the Required Insurance and, without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.28.5 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.

8.28.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies with respect to any claims related to this 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.

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

8.28.8 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 that 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 written approval of any subcontractor request for modification of the Required Insurance.

8.28.9 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.

8.28.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the Effective Date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of no less than three (3) years following the Agreement's expiration, termination or cancellation.

8.28.11 Application of Excess Liability Coverage

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

8.28.12 Separation of Insureds

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

8.28.13 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.

8.28.14 County Review and Approval of Insurance Requirements

County reserves the right to review and adjust the Required Insurance provisions based on County's determination of changes in risk exposures.

8.29 INSURANCE COVERAGE

Contractor shall obtain and maintain for the term of the Agreement the insurance programs and coverages as specified in this Paragraph below.

8.29.1 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:	\$2 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

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

8.29.3 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 County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's

operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.30 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees and agents that perform Services under this Agreement obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations and certificates required by law, which are applicable to their performance of Services hereunder. All such licenses, permits, registrations, accreditations and certifications relating to Services hereunder shall be made available by Contractor to County upon request, unless stated otherwise in the Statement of Work or instructed by County.

8.31 LIQUIDATED DAMAGES

8.31.1 If, in the judgment of the Director, or authorized designee, Contractor is deemed to be non-compliant with the terms or obligations assumed hereby, the Director, or authorized designee, upon sole discretion, in addition to and/or in lieu of other remedies provided herein, may withhold or deduct from the payments due to Contractor by County or otherwise withhold certain amount(s) for deficiently performed Services, including delays, as specified in this Paragraph below. A description of the deficiencies and the amount(s) to be deducted from payments due to Contractor or otherwise withheld will be provided to Contractor by the Director, or authorized designee, in a written notice describing the reasons for such action.

8.31.2 If the Director, or authorized designee, determines that there are deficiencies in the performance of this Agreement, which in the judgment of the Director, or authorized designee, are deemed correctable by Contractor within a reasonably short period of time, the Director, or authorized designee, will provide a written notice to Contractor to correct the deficiencies within a specified time frame. Should Contractor fail to correct deficiencies within such time frame, the Director may:

a) To the extent applicable, deduct applicable pro rata portions of the amounts payable to Contractor; and/or

b) Deduct Liquidated Damages

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct the deficiencies within the specified time frame. The parties, therefore, hereby agree that, under the current circumstances, a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and Contractor shall be liable to County for liquidated damages in such amount. Any liquidated damages assessed by County

under the Agreement shall be deducted or otherwise withheld from County's payments due to Contractor; and/or

- c) Upon five (5) days' prior notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and deduct from County's payments due to Contractor or otherwise withhold the total costs incurred by County for completion of the work by an alternate source, whether by County or a County engaged third party, as determined by County.

8.31.3 Assessment by County of liquidated damages as described in this Paragraph above shall not be construed as a penalty, but as adjustment of payment(s) to Contractor for County's recovery of the costs due to the failure of Contractor to complete or comply with the provisions of this Agreement.

8.31.4 This Paragraph shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as otherwise specified in the Agreement and shall not, in any manner, restrict or limit County's right to terminate this Agreement.

8.32 MOST FAVORED PUBLIC ENTITY

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

8.33 NON-EXCLUSIVITY

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

8.34 NOTICE OF DELAYS

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

8.35 NOTICE OF DISPUTES

Contractor shall bring to the attention of County's Project Manager, or authorized designee, any dispute between County and Contractor regarding the performance of Services. If such individual is not able to resolve the dispute on behalf of County, the dispute shall be escalated for resolution to County's Project Director, or authorized designee.

8.36 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME 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 No. 1015.

8.37 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where and how to safely surrender a baby. Posters and other campaign materials are available on the Internet at babysafela.org.

8.38 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be mailed by first-class registered or certified mail, postage prepaid, or emailed to the applicable contacts identified in Exhibit E (County's Administration) and Exhibit F (Contractor's Administration). Contact information may be changed by either party by provision of a ten (10) days' prior written notice thereof to the other party.

8.39 PROHIBITION AGAINST INDUCEMENT AND PERSUASION

Notwithstanding any other provision of this Agreement, Contractor and County agree that, during the term of this 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.

8.40 PUBLIC RECORDS ACT

8.40.1 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 provided pursuant to Paragraph 8.42 (Record Retention and Inspection/Audit Settlement) of this Agreement; as well as any documents that may have been submitted in response to a solicitation resulting in this 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 identified in the [California Government Code Section 7921 et seq.](#) (hereinafter "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.

8.40.2 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 any response to a solicitation resulting in this Agreement, which is marked as "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, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.41 PUBLICITY

8.41.1 Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, 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 this Agreement within the following conditions:

- a) Contractor shall develop all publicity material in a professional manner; and
- b) During the term of this Agreement, Contractor shall not, and shall not authorize any others to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Director, or authorized designee. County will not unreasonably withhold its consent.

8.41.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.41 shall apply.

8.42 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.42.1 Contractor shall maintain and, upon County's request, provide accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement, during the term of the Agreement and for a minimum of five (5) years following its expiration or termination (hereinafter in this Paragraph 8.42 "retention period").

8.42.2 Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy and transcribe any pertinent transaction, activity or record relating to this Agreement, including (hereinafter for purposes of this Paragraph 8.42 "records"). All such records, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for the duration of the retention period thereafter, unless County's written permission is given to dispose of any such records prior to such time. All such records shall be maintained by Contractor at a location in Los Angeles County, provided that if any such records are located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem and any other

costs incurred by County to examine, audit, excerpt, copy and/or transcribe such records at such location outside of Los Angeles County.

In the event such records are maintained by Contractor at a location outside of Los Angeles County or if permitted by County, Contractor may satisfy the requirements of this Paragraph 8.42.2 by transmitting the records to County electronically, provided that (i) Contractor shall encrypt all records transmitted on networks outside of Contractor's control with Transport Layer Security (hereinafter "TLS") 1.2 or higher or Internet Protocol Security (hereinafter "IPSec"), at a minimum, cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer, or authorized designee, and (ii) all such records shall be rendered unusable, unreadable and indecipherable to unauthorized individuals. The parties may also agree on an alternate method of providing the requested records to County.

- 8.42.3** In the event that an audit of Contractor is conducted specifically regarding this Agreement by any Federal or State auditor or by any auditor or accountant employed by Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then Contractor shall file a copy of each such audit report, including Service Organization Controls (hereinafter "SOC1") Reports, with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.42.4** Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.42 shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.
- 8.42.5** If, at any time during the term of this Agreement or during the retention period after the expiration or termination of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: (a) prepaid by Contractor to County by cash payment upon demand or (b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor for the work, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for the provision of such work exceed the funds appropriated by County for the work.

8.43 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 on this Agreement.

8.44 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for Contractor's Services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

8.45 SUBCONTRACTING

8.45.1 County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor. Consequently, no performance by Contractor of this Agreement may be subcontracted **without the advance written approval of County**. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Agreement.

8.45.2 If Contractor desires to subcontract, Contractor shall provide to County the following:

- a) A detailed description of the work to be performed by the proposed subcontractor;
- b) A draft copy of the proposed subcontract, unless otherwise instructed by County; and
- c) Other pertinent information and/or certifications requested by County.

8.45.3 Notwithstanding any provision of this Agreement to the contrary, Contractor shall indemnify, defend and hold harmless County, including its officers, employees and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees, in any way arising from or related to Contractor's use of any subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.45.4 Notwithstanding County's consent to subcontract, in addition to the provisions under the Agreement that specifically apply to subcontractors, Contractor shall ensure that each subcontractor engaged for provision of Services hereunder complies with the following provisions:

- a) Base Agreement – Paragraph 7.4 (Confidentiality)

- b) Base Agreement – Paragraph 8.6 (Compliance with Applicable Laws, Rules and Regulations)
- c) Base Agreement – Paragraph 8.7 (Compliance with Civil Rights Laws – Anti-Discrimination and Affirmative Action Laws)
- d) Base Agreement – Paragraph 9 (Conflict of Interest)
- e) Base Agreement – Paragraph 8.18 (Damage to County Facilities, Buildings and Grounds)
- f) Base Agreement – Paragraph 8.25 (Protection of Medical Information)
- g) Base Agreement – Paragraph 27 (Indemnification)
- h) Base Agreement – Paragraph 28 (General Provisions for all Insurance Requirements)
- i) Base Agreement – Paragraph 29 (Insurance Coverage)
- j) Base Agreement – Paragraph 8.30 (Licenses, Permits, Registrations, Accreditations and Certificates)
- k) Base Agreement – Paragraph 41 (Publicity)
- l) Base Agreement – Paragraph 42 (Record Retention and Inspection/ Audit Settlement)
- m) Base Agreement – Paragraph 56 (Unlawful Solicitation)
- n) Base Agreement – Paragraph 63 (Prohibition from Participation in Future Solicitations)
- o) Exhibit A (Additional Provisions) – Attachment 1 (HIPAA Compliance)
- p) Exhibit D (Acknowledgement and Confidentiality Agreement)

8.45.5 Contractor shall ensure that each proposed subcontractor is appropriately qualified for provision of Services for which subcontractor is being engaged and shall remain fully responsible for all performances required of Contractor under this Agreement, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract. Furthermore, subcontracting of any Services under this Agreement shall not be construed to limit, in any way, Contractor's performance, obligations or responsibilities to County or limit, in any way, any of County's rights or remedies contained in this Agreement.

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

8.45.7 The Director, or designee, is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor

employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for its files.

8.45.8 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 County's consent to subcontract.

8.45.9 Contractor shall obtain certificates of insurance, which establish that either (i) the proposed subcontractor maintains all the programs of insurance required under this Agreement, or (ii) Contractor has procured such insurance coverage for the proposed subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

cgcontractorinsurance@dhs.lacounty.gov.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.15 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure by Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which County may terminate this Agreement pursuant to Paragraph 8.49 (Termination for Default) and/or pursue debarment of Contractor pursuant to [County Code Chapter 2.202](#).

8.47 TERMINATION FOR CONVENIENCE

County may terminate or suspend this Agreement, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination/suspension of work hereunder shall be effected by notice to Contractor specifying the extent to which performance of work is terminated/suspended and the date upon which such termination/suspension will become effective, which will be no less than ten (10) days after the notice is provided. Contractor shall be subject to the requirements of Paragraph 8.54 (Effect of Termination) in the event of County's termination and, to the extent applicable, suspension of this Agreement as provided herein.

8.48 TERMINATION FOR DEFAULT

8.48.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement if, in the judgment of the Director or designee:

- a) Contractor has materially breached this Agreement;
- b) Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service or other work required under this Agreement; or
- c) Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement or of any obligations of this Agreement and, in either case, fails to

demonstrate convincing progress toward a cure within five (5) working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure; or

- d) Contractor or any of its personnel providing Services under the Agreement (i) fail to comply with any directions or instructions by or on behalf of County issued pursuant to the Agreement or (ii) may be engaging in a course of conduct which poses an imminent danger to the life or health of County patients.

8.48.2 In the event that County terminates this Agreement in whole or in part as provided in Paragraph 8.49.1, 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 this Agreement to the extent not terminated under the provisions of this Paragraph.

8.48.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.49.2 if its failure to perform this Agreement arises out of a force majeure event (as defined in Paragraph 23 (Performance During Emergencies/Force Majeure Events)); but in every case, the failure to perform must be beyond the control and without the 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 the fault or negligence of either of them, then 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. As used in this Paragraph 8.49.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.48.4 If, after County has given notice of termination under the provisions of this Paragraph 8.49, it is determined by County that Contractor was not in default under the provisions of this Paragraph 8.49 or that the default was excusable under the provisions of Paragraph 8.49.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.48 (Termination for Convenience).

8.48.5 The rights and remedies of County provided in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.49 TERMINATION FOR IMPROPER CONSIDERATION

8.49.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this 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 this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to this 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.

8.49.2 Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made to the County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

8.50 TERMINATION FOR INSOLVENCY

8.50.1 County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) Insolvency of Contractor

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

b) The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;

c) The appointment of a Receiver or Trustee for Contractor; or

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

8.50.2 The rights and remedies of County provided in this Paragraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.51 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#), retained by Contractor, shall fully comply with County's Lobbyist Ordinance under [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's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may, in its sole discretion, immediately terminate or suspend this Agreement.

8.52 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.53 EFFECT OF TERMINATION

8.53.1 In the event of termination of this Agreement as provided hereunder or upon the expiration of the Agreement, as applicable, and unless otherwise specified by County in writing:

- a) Contractor shall continue the performance of this Agreement to the extent not terminated;
- b) Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to County all Services and/or deliverables completed and those in progress on a media reasonably requested by County, if applicable;
- c) Where such termination is not due to default or breach by Contractor, County will pay to Contractor all sums due for Services properly performed through the effective date of such expiration or termination;
- d) Contractor shall return to County any monies paid in advance by County, yet unearned by Contractor, including any prepaid fees, no later than thirty (30) days after the date of County's termination of this Agreement, whether for convenience or any default or breach hereunder; and
- e) Contractor shall promptly return to County any and all of County's confidential information that relates to the portion of the Agreement terminated by County on a media reasonably requested by County.

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

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

8.53.3 Following expiration or any termination of this Agreement, Contractor shall maintain all material including books, records, documents and any

other evidence bearing on the costs and expenses of Contractor under this Agreement, in accordance with Paragraph 8.42 (Record Retention and Inspection/Audit Settlement).

- 8.53.4** Expiration or termination of this Agreement for any reason will not release either party from any liabilities or obligations set forth in this Agreement, which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) which remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

8.54 INTENTIONALLY OMITTED

8.55 VALIDITY AND ENFORCEABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, unenforceable or illegal, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, and any part of the Agreement held to be invalid or unenforceable shall be revised so as to make it valid and enforceable, consistent with the intent of the parties expressed in that provision. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.

8.56 WAIVER

No waiver by County of any breach of any provision of this 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 this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.58 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.57 WARRANTY AGAINST CONTINGENT FEES

- 8.57.1** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this 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.

- 8.57.2** For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the amounts due to Contractor or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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

- 8.58.1** Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax

obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

- 8.58.2** Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with [Los Angeles Code Chapter 2.206](#).

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

Failure by Contractor to maintain compliance with the requirements set forth in Paragraph 8.16 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure by Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor pursuant to [County Code Chapter 2.206](#).

8.60 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 ([Elections Code Section 14000](#)). No less than ten (10) days before every statewide election, Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of such [Section 14000](#).

8.61 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

- 8.61.1** Contractor acknowledges that County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.
- 8.61.2** If Contractor or a member of Contractor's staff is convicted of a human trafficking offense, County shall require that Contractor or such member of Contractor's staff be removed immediately from performing services under this Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.61.3** Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

8.62 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

Contractor shall comply and ensure that all of its subcontractors comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#), Employment Discrimination: Conviction History. Contractor's violation of this Paragraph of the Agreement may constitute a material breach of

the Agreement, upon which County may, in its sole discretion, terminate this Agreement.

8.63 COMPLIANCE WITH COUNTY POLICY OF EQUITY

Contractor acknowledges that County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (hereinafter "CPOE") (<https://ceop.lacounty.gov/>). Contractor further acknowledges that County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, on behalf of itself, its employees and subcontractors, acknowledges and certifies receipt and understanding of the CPOE. Failure by Contractor, its employees or its subcontractors to uphold County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

8.64 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATIONS

A bidder, proposer or other respondent to a County solicitation or Contractor, as applicable, or a subsidiary or subcontractor thereof (hereinafter for purposes of this provision "Vendor"), is prohibited from submitting a bid, proposal or other response to a County solicitation if the Vendor has provided advice or consultation for the solicitation. A Vendor is also prohibited from submitting a bid, proposal or other response to a County solicitation if the Vendor has developed or prepared any of the solicitation materials on behalf of County. A violation of this provision shall result in the disqualification of the Vendor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration or other termination of this Agreement.

8.65 INJURY AND ILLNESS PREVENTION PROGRAM

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

8.66 CAMPAIGN CONTRIBUTION PROHIBITION

Pursuant to California [Government Code Section 84308](#), Contractor and its agents and subcontractors are prohibited from making a contribution of more than \$250 to any County officer for twelve (12) months after the date of the final decision in the proceeding involving this Agreement.

By executing this Agreement, Contractor represents and warrants that neither it nor any of its agents or subcontractors shall make a contribution of more than \$250 to any County officer for twelve (12) months following the Effective Date of the Agreement.

Failure to comply with the provisions of California [Government Code Section 84308](#) and of this Paragraph may be a material breach of the Agreement as determined in the sole discretion of County.

8.67 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

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

8.68 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

8.69 INTELLECTUAL PROPERTY INDEMNIFICATION

8.69.1 Contractor shall indemnify, defend and hold harmless County from and against any and all liability, damages, costs, losses, fees and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and/or utilization of Contractor's Services under this Agreement, including any products of or tools or methodologies used in the provision of Services hereunder, subject to the provisions of Paragraph 8.27 (Indemnification) hereunder.

8.69.2 In the event any product of or tool or methodology used in the provision of any Services hereunder becomes the subject of any complaint, claim or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined or subjected to a risk of damages, Contractor, at its sole cost and expense, and provided that County's continued use of Contractor's Services is not materially impeded, shall do one or any of the following:

- a)** Procure for County all rights to continued use of the questioned product, tool or methodology; or
- b)** Replace the questioned product, tool or methodology with a non-questioned item; or
- c)** Modify the questioned product, tool or methodology to render it free of claims.

8.70 SURVIVAL

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the

following Paragraphs and Exhibits shall survive any termination or expiration of this Agreement:

- Base Agreement – Paragraph 5.3 (No Payment for Services Provided Following Expiration/Termination of Agreement)
- Base Agreement – Paragraph 7.4 (Confidentiality)
- Base Agreement – Paragraph 8.7 (Compliance with Applicable Laws, Rules and Regulations)
- Base Agreement – Paragraph 8.24 (Governing Law, Jurisdiction and Venue)
- Base Agreement – Paragraph 8.25 (Protection of Medical Information)
- Base Agreement – Paragraph 8.27 (Indemnification)
- Base Agreement – Paragraph 8.28 (General Provisions for All Insurance Coverage)
- Base Agreement – Paragraph 8.29 (Insurance Coverage)
- Paragraph 8.42 (Record Retention and Inspection/Audit Settlement)
- Paragraph 8.46 (Termination For Breach Of Warranty To Maintain Compliance With County's Child Support Compliance Program)
- Paragraph 8.64 (Prohibition from Participation in Future Solicitations)
- Paragraph 8.70 (Survival)
- Exhibit A (Additional Provisions)
- Exhibit D (Acknowledgement and Confidentiality Agreement)

**AGREEMENT
FOR
SECURITY GUARD SERVICES**

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

CONTRACTOR

Inter-Con Security Systems, Inc.

By 
Signature
Kevin Hernandez

Printed Name
Chief Strategy Officer

Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By 
PATRICE SALSEDA
Principal Deputy County Counsel

**LOS ANGELES COUNTY
DEPARTMENT OF HEALTH SERVICES**



SECURITY GUARD SERVICES

**EXHIBIT A
ADDITIONAL PROVISIONS**

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ATTACHMENTS

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Attachment 5	License and Proprietary Rights (intentionally Omitted)
Attachment 6	Payroll Statement of Compliance

EXHIBIT A

ADDITIONAL PROVISIONS

1. OVERVIEW

This Exhibit A (Additional Provisions) to the Agreement, including any attachments hereto (hereinafter also “Additional Provisions”), sets forth the terms and conditions for provision of Services pursuant to the Agreement. These Additional Provisions are in addition to the terms and conditions of the Base Agreement under the Agreement.

Unless otherwise specified herein, those terms and phrases with the initial letter capitalized that are not expressly defined herein shall have the meanings given to such in the Base Agreement under the Agreement.

2. INFORMATION PRIVACY AND SECURITY

2.1 COUNTY INFORMATION

By executing the Agreement, Contractor (on behalf of itself and any and all employees, agents and subcontractors) (i) acknowledges and agrees that it will not and may not store, maintain or access on or from non-County equipment/devices any County data or information for provision of Services under the Agreement, and (ii) certifies its compliance with the requirements of this Paragraph 2 prior to commencement of Services hereunder and for as long as Contractor or any of its employees, agents or subcontractors is in possession of any County data or information, including patient, personally identifiable and any other sensitive information (hereinafter “County Information”).

2.2 HIPAA OBLIGATIONS

Contractor acknowledges that County is subject the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (hereinafter “HIPAA”) and regulations promulgated thereunder, including the Privacy, Security, Breach Notification and Enforcement Rules at 45 Code of Federal Regulations (hereinafter “C.F.R.”) Parts 160 and 164 (hereinafter, collectively, “HIPAA Rules”). As a provider of Services for County, Contractor agrees to the applicable provisions relating to HIPAA as specified in Attachment 1 (HIPAA Compliance), attached hereto.

2.3 SECURITY AND PRIVACY INCIDENTS

In the event of a security or privacy Incident (as defined below), Contractor shall:

- Promptly notify the DHS Chief Information Security Officer, the DHS Information Security Officer and the DHS Chief Privacy Officer of any suspected, attempted, successful or imminent threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification or destruction (hereinafter “Incident”) of County Information within 24 hours of detection. All notifications shall be submitted via encrypted email and telephone to the following:
 - **DHS Chief Information Security Officer and DHS Chief Privacy Officer** – via DHS Enterprise Help Desk at helpdesk@dhs.lacounty.gov and by phone at (323) 409-8000
 - **DHS Chief Information Security Officer** – Jeff Zito at jzito@dhs.lacounty.gov
 - **DHS Chief Privacy Officer** – Jennifer Papp, RD, CHPC at jpapp@dhs.lacounty.gov

- **Departmental (DHS) Information Security Officer** – Vahe Haratounian at vharatounian@dhs.lacounty.gov

- Include the following information in all notices:
 - The date and time of discovery of the Incident;
 - The approximate date and time of the Incident;
 - A description of the type of County Information involved in the reported Incident;
 - A summary of the relevant facts, including a description of measures taken to respond to and remediate the Incident, and any planned corrective action(s) as they are identified; and
 - The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the Incident.
- Cooperate with County to investigate the Incident and seek to identify the specific County Information involved in the Incident as requested by County, without charge, unless the Incident was caused by the acts or omissions of County. As information about the Incident is collected or otherwise becomes available to Contractor, and unless prohibited by law, Contractor shall provide information regarding the nature and consequences of the Incident that are reasonably requested by County to allow County to notify impacted individuals, government agencies and/or credit bureaus.
- Assist and cooperate with forensic investigators, County, law firms and/or law enforcement agencies at the direction of County to help determine the nature, extent and source of any Incident and reasonably assist and cooperate with County on any additional disclosures that County is required to make as a result of the Incident.

Notwithstanding any other provisions in the Agreement, Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by Contractor's weaknesses, negligence, errors or lack of information security or privacy controls or provisions or otherwise failure to comply with any of the terms or conditions of this Paragraph 2.

2.4 DATA DESTRUCTION

Contractor that has maintained, processed or stored on non-County equipment/devices any County data and/or information, implied or expressed, has the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization, available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within or outside of Los Angeles County. County must receive within ten (10) business days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable and indecipherable.

Contractor must certify that any County data stored on purchased, leased or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers and/or workstations, are destroyed consistent with the current

National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was properly destroyed and is unusable, unreadable, and/or undecipherable.

2.5 EQUITABLE REMEDIES

Failure on the part of Contractor to comply with any of the provisions of this Paragraph 2 shall constitute a material breach of the Agreement, upon which County may suspend or terminate for default the Agreement, at its sole discretion, and/or take such other actions as deemed necessary or appropriate by County or required by law. Contractor also acknowledges and agrees that due to the unique nature of the sensitive information addressed in this Paragraph 2 there can be no adequate remedy at law for any breach of Contractor's obligations hereunder, and, therefore, upon any such breach or any threat thereof, County shall be entitled to appropriate equitable remedies and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies County might have at law or equity.

2.6 PRIVACY AND SECURITY INDEMNIFICATION

Notwithstanding any provision of the Agreement to the contrary, whether expressly or by implication, 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, including its officers, employees, agents and subcontractors, to comply with (i) the provisions of this Paragraph 2 or (ii) any Federal and/or State laws in connection with accessing, collecting, processing, storing, disclosing or otherwise using any County Information.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2 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. 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.

2.7 SURVIVAL

The provisions of this Paragraph 2 shall survive the expiration or termination of the Agreement.

3. INSURANCE REQUIREMENTS

The insurance coverage requirements set forth in Attachment 2 (Additional Insurance Requirements) to this Exhibit A supplement and/or replace those specified in the Base Agreement under the Agreement.

4. CONTRACTOR PERSONNEL

4.1 MEDICAL HEALTH SCREENING

Unless otherwise instructed by County or specified in the Statement of Work, Contractor shall ensure that all of Contractor's staff that may provide Services at any County healthcare facility or site (hereinafter, for purposes of this Paragraph, "healthcare

campus") pursuant to the Agreement, prior to commencement of such Services at a healthcare campus, shall have undergone and successfully passed a current health screening consistent with the DHS policy and the requirements of Attachment 3 (Medical Health Screening), attached hereto (hereinafter "Medical Health Screening"). The cost of Medical Health Screening shall be borne by Contractor.

4.2 INFECTION CONTROL

Unless otherwise instructed by County or specified in the Statement of Work, Contractor shall ensure that any of Contractor's staff entering any of County facilities or coming into contact with the public shall comply with and strictly adhere to the applicable County Infection Control and Employee Health Guidelines, provided or made available by County, to prevent the transmission of infections and to ensure prompt and appropriate treatment of Contractor's staff in the event of exposure. If any member of Contractor's staff is diagnosed with having an infectious disease, of which Contractor is made aware, and such person has had contact with a County patient or a member of the public during the usual incubation period for such infectious disease, then Contractor shall report such occurrence to County's Project Manager, or authorized designee for each site where Services were provided by such staff, within twenty-four (24) hours of becoming aware of the diagnosis. Notwithstanding the foregoing, Contractor shall not allow any member of Contractor's staff to come onto County premises if Contractor is aware that such person is diagnosed with having an infectious disease.

For purposes of the Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases (California Code of Regulations, Title 17).

4.3 BACKGROUND AND SECURITY INVESTIGATIONS

Unless otherwise instructed by County or specified in the Statement of Work, all Contractor personnel providing Services under the Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition to beginning and continuing to provide any such Services. County will use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. County may elect to perform the background check.

County may request that Contractor's staff member be immediately prohibited from providing Services under the Agreement at any time during the term of the Agreement, if such staff member does not pass a background investigation to the satisfaction of County or whose background or conduct is incompatible with any Service Site access requirements. County will not provide to Contractor or to Contractor's staff any information obtained through County conducted background clearance.

County may also immediately, at its sole discretion, deny or terminate any Service Site access to Contractor's staff that do not pass such investigation(s) to the satisfaction of County or whose background or conduct is incompatible with such Service Site's access requirements.

Disqualification, if any, of Contractor's staff pursuant to this Paragraph 4.3 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Agreement.

The provisions of this Paragraph 4.3 shall also apply to subcontractors of Contractor.

4.4 CONTRACTOR'S STAFF IDENTIFICATION

Contractor and any of its staff that may be assigned to or may provide Services at any of County's facilities or other sites, including Services Sites, are required to have a County identification (hereinafter "ID") badge, which they shall wear or otherwise visibly display at all times while at such sites. Contractor shall bear all cost and expense of the badging. Contractor shall ensure that all staff have obtained a County ID badge before they are assigned to or may commence work at any County facility or other site. Contractor staff may be asked by a County representative to leave a County facility or other site if they do not have the proper County ID badge on their person.

- 4.4.1 Contractor shall notify County within one (1) business day when staff has terminated employment with Contractor or is otherwise terminated from working under this Agreement and shall return such staff's County ID badge to County on the next business day following the termination.
- 4.4.2 If County requests removal of Contractor's staff from working on this Agreement, Contractor shall retrieve and return such staff's County ID badge to County on the next business day following the removal.

5. PROPRIETARY CONSIDERATIONS

5.1 LICENSE

Contractor hereby grants to County, its authorized users and patients a license to use the Services, including any software, equipment, designs, plans, technologies and/or any other intellectual property that may be utilized for provision of Services and/or accessed by County or its patients, together with related documentation and other specifications (hereinafter "License"), as further specified in Attachment 5 (License and Proprietary Rights) attached hereto.

5.2 OWNERSHIP

All data provided by County, including its users and patients, is and shall remain the property of County and is subject to the data destruction and/or return requirements set forth in Attachment 4 (Information Security and Privacy Requirements) attached hereto or Paragraph 2 (Information Privacy and Security) above, as applicable.

Further, Contractor agrees that County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities and tools (hereinafter "materials") which are originated or created specifically for County through Contractor's work pursuant to the Agreement. Contractor, therefore, for valuable consideration herein provided, hereby assigns and transfers to County all of Contractor's right, title and interest in and to all such materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor. Upon request of County, Contractor shall execute all documents and perform all other necessary acts to assign and transfer to and vest in County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights, which arise pursuant to Contractor's work under the Agreement.

6. INTENTIONALLY OMITTED

7. COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

7.1 LIVING WAGE PROGRAM

This Agreement is subject to the provisions of County's ordinance entitled "Living Wage Program" as codified in [Sections 2.201.010 through 2.201.100 of the Los Angeles County Code](#).

7.2 PAYMENT OF LIVING WAGE RATES

- 7.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Program ([Section 2.201.020 of the County Code](#)) or that Contractor qualifies for an exception to the Living Wage Program ([Section 2.201.090 of the County Code](#)), Contractor must pay its employees for the employees' services provided to County no less than (i) the applicable hourly living wage rate published by County (hereinafter "Living Wage Rate") or (ii) to the extent applicable, the applicable minimum wage rate for health care employees covered under SB 525 (hereinafter "SB 525 Wage Rate") as set forth in Paragraph 9 (Minimum Wage for Health Care Employees), whichever is greater, including, without limitation, "Travel Time" as defined below (hereinafter, for purposes of this Paragraph 7 "Minimum Wage Rate").
- 7.2.2 For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under the Agreement. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor will be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of Contractor under the laws of California, and who is providing full-time or part-time services to Contractor, which are provided to County under the Agreement. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- 7.2.3 If Contractor is required to pay a living wage when the Agreement commences, Contractor must continue to pay a living wage for the entire term of the Agreement, including any option period(s).
- 7.2.4 If Contractor is not required to pay a living wage when the Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor must immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for the exception to the Living Wage Program. In either event, Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Agreement, including any option period. County may also require, at any time during the term of the Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for the exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor will immediately be required to pay the living wage for the remaining term of the Agreement, including any option period.
- 7.2.5 For purposes of Contractor's obligation to pay its employees the applicable hourly living wage rate under this Agreement, "Travel Time" will have the following two meanings, as

applicable: (1) with respect to travel by an employee that is undertaken in connection with this Agreement, Travel Time will mean any period during which an employee physically travels to or from a County facility if Contractor pays the employee any amount for that time or if California law requires Contractor to pay the employee any amount for that time; and (2) with respect to travel by an employee between County facilities that are subject to two different agreements between Contractor and County (of which both agreements are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if Contractor pays the employee any amount for that time or if California law requires Contractor to pay the employee any amount for that time.

7.3 CONTRACTOR'S SUBMITTAL OF CERTIFIED MONITORING REPORTS

Contractor must submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports must list all of Contractor's employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports must be submitted on the form(s) under Attachment 6 (Payroll Statement of Compliance) hereto or other County approved form(s) containing the information specified above. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor must promptly provide such information. Contractor, through one of its officers, must certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

7.4 CONTRACTOR'S ONGOING OBLIGATION TO REPORT LABOR LAW-PAYROLL VIOLATIONS AND CLAIMS

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

7.5 COUNTY AUDITING OF CONTRACTOR RECORDS

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

7.6 NOTIFICATIONS TO EMPLOYEES

Contractor must place County-provided living wage posters at each of Contractor's places of business and locations where Contractor's employees are working. Contractor must also distribute County-provided notices to each of its employees at least once per year.

Contractor must translate posters and handouts into Spanish and any other language spoken by a significant number of Contractor's employees.

7.7 ENFORCEMENT AND REMEDIES

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

7.7.1 REMEDIES FOR SUBMISSION OF LATE OR INCOMPLETE CERTIFIED MONITORING REPORTS

If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of the Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

1. Withholding of Payment

If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

2. Liquidated Damages

It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to ascertain; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be ascertained at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until County has been provided with a properly prepared, complete and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

3. Termination

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

7.7.2 REMEDIES FOR PAYMENT OF LESS THAN REQUIRED LIVING WAGE

If Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

1. Withholding Payment

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

2. Liquidated Damages

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

3. Termination

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

7.7.3 DEBARMENT

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

7.8 **USE OF FULL-TIME EMPLOYEES**

With the exception of Contingency Guards, Contractor shall assign and use full-time employees of Contractor to provide services under the Agreement, unless Contractor can demonstrate to the satisfaction of County that it is necessary to use staff that are not full-time employees based on staffing efficiency or County requirements for the work to be performed under the Agreement. Contractor agrees not to, under any circumstance, assign or use for provision of services under the Agreement any staff that are not full-time employees of Contractor, unless and until County has provided written authorization for use of such staff. Contractor submitted with its proposal a full-time employee staffing plan. If Contractor changes its full-time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

7.9 **CONTRACTOR RETALIATION PROHIBITED**

Contractor and/or its employees must not take any adverse action which would result in the loss of any benefit of employment, any contract benefit or any statutory benefit for any employee, person or entity who has reported Contractor's violation of the Living Wage

Program to County or to any other public or private agency, entity or person. Any violation of the provisions of this Paragraph may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

7.10 CONTRACTOR STANDARDS

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

7.11 EMPLOYEE RETENTION RIGHTS

7.11.1 Contractor must offer employment to all retention employees who are qualified for such jobs. For purposes of this Paragraph, a "retention employee" is an individual:

- a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
- b. Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the effective date of this Agreement, which predecessor contract was terminated by the County prior to its expiration; and
- c. Who is or will be terminated from their employment as a result of the County entering into this Agreement.

7.11.2 Contractor will not be required to hire a retention employee who:

- a. Has been convicted of a crime related to the job or his or her performance; or
- b. Fails to meet any other County requirement for employees of contractors.

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

7.12 NEUTRALITY IN LABOR RELATIONS

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

8. EQUITABLE ACCESS TO HEALTHCARE FOR CONTRACTED EMPLOYEES

On April 4, 2023, the Board passed the Equitable Access to Healthcare for Contracted Employees Motion (hereinafter "Motion") directing DHS, in collaboration with other County departments, to:

1. Develop and implement a policy mandating that all new Proposition A contracts for security, environmental, including janitorial, and food services for County hospitals managed by DHS, including those provided under the Agreement, require 100% employer-paid healthcare premiums for employees, who work 30 hours or more per week, at the minimum actuarial value of the Affordable Care Act (hereinafter "ACA")

individual gold plan coverage (hereinafter "Gold Plan"), with the implementation deadline of December 31, 2023; and

2. Require Labor Peace Agreements for all such Proposition A contracts.

8.1 EMPLOYER PAID HEALTHCARE PREMIUMS

Contractor hereby agrees to comply with the Motion during the term of the Agreement and to provide 100% employer-paid healthcare premiums for Contractor's employees, who work 30 hours or more per week and elect to accept the healthcare benefits offered by Contractor, at the minimum actuarial value of the ACA Gold Plan at no cost to the employees.

8.2 LABOR PEACE AGREEMENTS

- 8.2.1 Contractor shall implement and shall ensure that each subcontractor implement, prior to providing any Services under the Agreement, a Labor Peace Agreement, which shall be maintained for the term of the Agreement. As used herein, a "Labor Peace Agreement" is a written agreement between Contractor or any of its subcontractors and a labor organization representing their employees that contains a provision prohibiting the labor organization and its members from engaging in any picketing, work stoppage, boycott or any other economic interference with the Services provided for County under the Agreement.
- 8.2.2 Contractor, therefore, represents and warrants that (i) it and each of its subcontractors that may provide Services under the Agreement shall execute prior to provision of Services and maintain during the term of the Agreement a Labor Peace Agreement with any labor organization representing or seeking to represent the employees of Contractor or any such subcontractor; (ii) it shall have submitted to County a copy of evidence of each such executed Labor Peace Agreement; and (iii) such Labor Peace Agreements shall prohibit during the term of the Agreement labor organizations and their members from engaging in picketing, work stoppages, boycotts or any other economic interference with the business of County, including County facilities and other Service Sites serviced under the Agreement.
- 8.2.3 Contractor acknowledges and agrees (i) that failure by Contractor or any of its subcontractors to enter into and maintain during the term of the Agreement a Labor Peace Agreement shall be deemed a material breach of the Agreement, entitling County to terminate the Agreement for default; and (ii) that it would be impracticable and extremely difficult to ascertain the actual damages resulting from such breach, also entitling the County to liquidated damages in accordance with the provisions of the Agreement in addition to any other rights and remedies otherwise available at law or in equity.
- 8.2.4 Notwithstanding any breach of a Labor Peace Agreement by a labor organization representing or seeking to represent the employees of Contractor or any subcontractor that may provide Services under the Agreement or by any of such labor organization's members, Contractor shall remain fully responsible for meeting the requirements of the Agreement, including supplying sufficient personnel for provision of Services thereunder.
- 8.2.5 The requirements of this provision apply to the extent the employees of Contractor and/or any of its subcontractors are represented by a labor organization as of the Effective Date or during the term of the Agreement.

9. MINIMUM WAGE FOR HEALTH CARE EMPLOYEES

The Services provided under this Agreement may be subject to the requirements of the California Senate Bill (hereinafter "SB") 525, as codified under California Labor Code Section 1182.14 et seq. and elsewhere under California law. To the extent SB 525 is applicable to Contractor and the Services provided hereunder, Contractor agrees to comply with the requirements of SB 525, as such may be amended, and, during the term of the Agreement, pay its employees, at a minimum, the applicable minimum SB 525 Wage Rate (defined above), including for provision of Services under the Agreement. If Contractor is also subject to the living wage requirements specified under Paragraph 7 (Compliance with County's Living Wage Program), if any, then the Minimum Wage Rate under such Paragraph 7 (Compliance with County's Living Wage Program) shall be the greater of the applicable Living Wage Rate (defined above) and the SB 525 Wage Rate, if applicable.

10. COMPLIANCE WITH COUNTY'S ADVANCING HIGH ROAD JOBS INITIATIVE

The County has established a "Advancing High Road Jobs" Initiative (link: [Advancing High Road Jobs by Harnessing the County's Procurement Power as a Market Participant Motion](#)) to create opportunities for full-time employment not just within the County but in the private sector. This Initiative is focused on hiring qualified employees, and providing high road jobs, from the County's High-Road Training Partnership ("H RTP") programs and other pre/apprenticeship and job training programs, including County pipeline programs like Preparing Los Angeles for County Employment ("PLACE") and the Delete the Divide Internship, that are part of a network of America's Job Centers of California ("AJCCs"), overseen by County's Department of Economic Opportunity ("DEO"), working together to help Los Angeles County residents succeed in the job market. They achieve this by providing education, training, career counseling, and support services funded through the Workforce Innovation and Opportunity Act ("WIOA"). WIOA focuses on assisting adults, dislocated workers, and youth in finding employment. The County's AJCCs play a key role by funding training programs and state certifications, equipping participants with the skills and qualifications needed to secure jobs. The County's AJCC information can be found at: [Los Angeles County Business Development Services, Business Resources](#).

- 10.1 In support of this initiative, throughout the Initial Term of the Agreement, County has established a 20% hiring goal to such qualified employees in County's AJCCs. Contractor must consider hiring such qualified employees for open opportunities as they become available.
- 10.2 To obtain the list of qualified security employees that are certified and trained by County in the AJCCs, Contractor will be provided direct access to the AJCC referral portal where County will refer qualified security employees to Contractor.
- 10.3 Within thirty (30) calendar days after the Effective Date of the Agreement, Contractor must provide to County its comprehensive annual hiring plan that outlines its commitment to achieve the 20% hiring goal throughout the Initial Term of the Agreement to such qualified employees in County's AJCCs.
- 10.4 Contractor must submit a semi-annual hiring report. The report must include, at a minimum, a description of the position(s) that was fulfilled, number of programs

participants hired, and program name. The semi-annual report must be submitted electronically to the designated County personnel.

ATTACHMENT 1
HIPAA COMPLIANCE

ATTACHMENT 1.3

INADVERTENT ACCESS

Contractor expressly acknowledges and agrees that the provision of Services under the Agreement does not require or permit access by Contractor or any of its officers, employees or agents to any patient medical records/patient information, including PHI as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Accordingly, Contractor shall instruct its officers, employees and agents that they are not to pursue or gain access to patient medical records/patient information, including PHI, for any reason whatsoever.

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

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

ATTACHMENT 2
ADDITIONAL INSURANCE REQUIREMENTS

ATTACHMENT 2.1

ADDITIONAL INSURANCE REQUIREMENTS

In addition to, and subject to, the requirements and any other provisions of the Agreement relating to insurance and/or in lieu of the insurance programs and coverages specified in the Base Agreement under the Agreement, Contractor shall provide and maintain for the term of the Agreement and thereafter, to the extent required herein, the insurance coverage(s) specified below. As used herein, the term "County and its Agents" shall mean and refer to the County of Los Angeles and its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers. Contractor acknowledges and agrees that the coverages required hereunder shall not in any way limit the liability of Contractor.

1. SEXUAL MISCONDUCT LIABILITY COVERAGE

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

ATTACHMENT 3

MEDICAL HEALTH SCREENING

All Contractor personnel that may provide services pursuant to the Agreement shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment before commencing any services under the Agreement. Contractor shall use the DHS forms and medical health screening methodology provided or requested by County.

The medical health screening shall be performed by a physician or other licensed healthcare professional ("PLHCP") authorized to perform such screening, with all costs and expenses of such to be borne by Contractor. County, at its sole option, may also elect to have some of the assessments and screening services of Contractor personnel to be provided by DHS Employee Health Services ("EHS"). Upon such election by County, Contractor personnel shall be required to present a written authorization from County prior to obtaining any screening services from DHS EHS. DHS, at its option, will charge Contractor for the costs of any such services provided by DHS EHS or deduct the costs from the amounts owed by County to Contractor for services provided by Contractor under the Agreement, regardless of whether Contractor personnel pass or fail the screening.

Each member of Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using County's "Health Clearance E2" forms. The forms must be signed by a healthcare provider attesting that all information is true and accurate, OR, in the alternative, such member of Contractor personnel may supply all required source documents to DHS EHS for verification.

Contractor must provide DHS EHS with the source documents for each member of Contractor personnel for review within four (4) hours of a request. Failure to provide the appropriate source documentation of health screenings/clearance will result in immediate release of such member of Contractor personnel from assignment without reinstatement until the person is compliant. Contractor shall maintain all source documents pertaining to all Contractor personnel's pre-employment and annual health evaluation, Tuberculosis, Respiratory Fit Testing and other required immunizations including COVID-19 vaccinations.

DHS facility staff are required to ensure that each member of Contractor personnel (i) receives the appropriate documents; (ii) has submitted them to the applicable DHS facility EHS; and (iii) has obtained health clearance prior to beginning the work assignment under the Agreement.

No person shall be allowed to work at any time inside any DHS healthcare providing facility without appropriate documentation of health screening. Lack of evidence of immunity to certain diseases will restrict assignment locations within the DHS facilities.

All Contractor personnel who have potential exposure to respiratory hazards and/or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style and size as the respirator that will be used at the applicable DHS facility. If so instructed by County or the applicable DHS facility, this will be an annual mandatory requirement.

Per County policy, Contractor personnel are required to comply with annual health screening. Unless specified otherwise in the Agreement, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "E2 Annual Health Clearance". Contractor personnel will be provided with the necessary

documentation for completion and submission to their PLHCP. The PLHCP will be required to complete the documents and submit them to Contractor, as appropriate, with the completed forms.

Contractor personnel will be given a 30-day reminder to comply with annual health screening requirements. A member of Contractor personnel who does not comply with annual or other health screening requirements may, at County's option, be given a letter indicating that such person has five (5) days to comply or be released from assignment. A copy of the "letter" will be provided to the supervisor/sponsor of such member of Contractor personnel for action. In any event, failure to provide documentation of health screening/clearance will result in immediate release from assignment without reinstatement until compliant.

Contractor personnel potentially exposed to occupational hazards will be provided emergency services within the allowable time frames, with the cost of such emergency services to be borne by Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing services for County will be reported on the OSHA Log 300/301, as required by Federal and State regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical care will be provided by the DHS EHS or the applicable facility's Emergency Room, with the cost of such medical care to be borne by Contractor, as appropriate. Contractor personnel may seek initial care for such injury or exposure from the facility EHS or DHS EHS within the allowable treatment time frames, with the cost of such care to be borne by Contractor, as appropriate. Subsequent follow-up treatments will be conducted through the appropriate agency's worker compensation medical provider, or individual's physician.

ATTACHMENT 4
INFORMATION SECURITY AND PRIVACY REQUIREMENTS
(INTENTIONALLY OMITTED)

ATTACHMENT 5
LICENSE AND PROPRIETARY RIGHTS
(INTENTIONALLY OMITTED)

ATTACHMENT 6
PAYROLL STATEMENT OF COMPLIANCE

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

Do hereby state:

That (i) I pay or supervise the payment of the persons employed by (Contractor/Subcontractor) on the _____ (Agreement); (ii) during the payroll period commencing on the _____ (day) of _____ (Month and Year) and ending the 04-29-~~(day)~~ of Kevin ~~(Month and Year)~~, all persons employed on such Agreement have been paid the full weekly wages earned; (iii) no rebates have been or will be made, either directly or indirectly, to or on behalf of (Contractor/Subcontractor) from the full weekly wages earned by any person; (iv) no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and as may be described below:

_____;

(v) any payrolls otherwise under the Agreement required to be submitted for the above period are correct and complete; and (vi) the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the Agreement.

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

Print Name and Title

Owner or Company Representative Signature:

Date:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT CONTRACTOR OR SUBCONTRACTOR TO CIVIL AND/OR CRIMINAL PROSECUTION. IN ADDITION, CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.

EXHIBIT B
STATEMENT OF WORK
FOR
SECURITY GUARD
SERVICES

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ATTACHMENTS

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STATEMENT OF WORK FOR SECURITY GUARD SERVICES

The provisions herein below, including any Attachments hereto, set forth the scope of and requirements for Guard Security Services (also "Services") to be provided by Contractor pursuant to the Agreement with the County of Los Angeles ("County") that may be awarded as a result of Request for Proposals No. HS-1158 ("RFP") issued by County's Department of Health Services ("DHS" or "Department"). This base document included in Exhibit B (Statement of Work) to the RFP or Exhibit B (Statement of Work) to the Agreement, as applicable, together with any Attachments hereto, shall be referred to as a "Statement of Work" or "SOW".

1.0 BACKGROUND AND OVERVIEW

Currently, DHS is responsible for providing Security Guard Services for its administrative offices, hospitals, health centers and clinics. Contractor shall be required to provide Services for any or all of the Service Sites identified in Attachment 1 (Service Sites) to this SOW in accordance with the requirements of the Agreement, including the Statement of Work, in exchange for payment of the applicable Service Fees set forth in the Pricing Schedule.

2.0 DEFINITIONS

Unless defined herein, the terms and phrases used throughout the Statement of Work shall have the particular meanings given to such in the Base Agreement under the Agreement. The terms and phrases used throughout the Statement of Work, with the initial letter capitalized where applicable, shall have the particular meanings specified below in this Paragraph 2.0.

- 2.1 **"Additional Services"** – shall have meaning specified in Paragraph 6.1 (Additional Services) of this SOW.
- 2.2 **"Area"; "Service Area"** – shall mean the area designated for the Service Site(s) for which Services shall be provided under the Agreement.
- 2.3 **"Business Hours"** – shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Time ("PT").
- 2.4 **"Contingency Guards"** – shall mean a 15% pool of available Guards not currently assigned to an existing Service Site, but onboarded by DHS and ready to be deployed to any Service Site in accordance with the provisions hereof, including Paragraph 5.2.2 (Contingency Guards).
- 2.5 **"Contract Discrepancy Report"; "CDR"** – shall mean a County issued report based on the form set forth in Attachment 2 (Contractor Discrepancy Report) to this SOW that will be used by County's Project Manager to record discrepancies and/or other problems with Contractor's compliance with the provisions of the Agreement, including the Statement of Work. A copy of the CDR will be provided to Contractor for response and corrective action as necessary.

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- 2.6 **“COOP”** – shall have meaning specified in Paragraph 5.5.1 (Contractor's Continuity of Operations Plan) of this SOW.
- 2.7 **“Coverage Plan”** – shall mean a document created by County that indicates the placement of Posts throughout the Service Sites(s). The coverage requirements for each Service Area are specified in the applicable Attachment (4.1 – 4.4) under Attachment 4 (Minimum Staff Coverage) to this SOW.
- 2.8 **“Daily Activity Report”; “DAR”** – shall mean a log based on Contractor's form used by Guards and Supervising Guards to record events throughout the day at their assigned Post.
- 2.9 **“Electronic Post Confirmation System”; “System”; “EPCS”** – shall mean an automated check-in system to be provided by Contractor in accordance with Paragraph 3.2.8 (Electronic Post Confirmation System).
- 2.10 **“Guard”** – shall refer to the job classification for Guard I, Guard II or Guard III.
- 2.11 **“Hourly Rate”** – shall have meaning specified in Paragraph 3.2.3.D (Reimbursement) of this SOW.
- 2.12 **“Matrix Report”** – shall mean a report based on Contractor's form with information relating to Contractor's staff's is compliance with personnel requirements in the Agreement, as further described in this SOW including Paragraph 5.4.4 (Matrix Report).
- 2.13 **“Monthly Inspection Report”; “MIR”** – shall mean a monthly report to be provided by Contractor documenting services provided, problems identified and corrective actions taken by Contractor, as further specified in Paragraph 5.4.1 (Monthly Inspection Report) of this SOW.
- 2.14 **“Open Post”** – shall refer to an assigned Post with no coverage, tracked in one-hour increments.
- 2.15 **“Performance Requirements Summary”; “PRS”** – shall mean a document that may be used by County for identifying critical performance indicators related to the Agreement, including the Statement of Work, which will be evaluated by County to determine whether Contractor meets the applicable performance standards.
- 2.16 **“Post”** – shall mean any physical location at a Service Site where Guards may be assigned to provide coverage.
- 2.17 **“Post Order(s)”** – shall mean County orders outlining duties, responsibilities and expectations of Guards and Supervising Guards at the Posts, including general Post Orders and Service Site specific Post Orders, as further described in Paragraph 5.1.2 (Post Orders) of this SOW.
- 2.18 **“Required Services”** – shall mean any Services that are required to be provided under the Agreement, including this Statement of Work.
- 2.19 **“Security Incident Report”; “SIR”** – a County form that must be completed by Contractor to report any significant security incidents, as further described in Paragraph 5.4.3 (Security Incident Reports) of this SOW.

STATEMENT OF WORK

- 2.20 **“Security Manager”** – shall refer to the job classification for Security Manager.
- 2.21 **“Security Staff”** – shall mean and refer to any of the Guards, Supervising Guards and/or Security Managers providing Services under the Agreement.
- 2.22 **“Service Site(s)”** – any County owned, managed or authorized facility or other site identified in Attachment 1 (Service Sites) to this SOW.
- 2.23 **“Services”; “Security Services”** – shall mean any tasks, deliverables, goods, services and/or other work that may be provided by Contractor to County pursuant to the Agreement and this Statement of Work, including Security Guard Services.
- 2.24 **“Shift”** – predetermined number of hours identified by Contractor for provision of coverage for a Post.
- 2.25 **“Supervising Guard”** – shall refer to the job classification for Supervising Guard.
- 2.26 **“Vehicle Mileage Report”** – shall mean a Contractor provided report listing all vehicles used for provision of Services under this Agreement, which must include, at a minimum: vehicle description (make, model, year); license plate numbers; vehicle identification numbers; and mileage of each vehicle.

3.0 REQUIRED SERVICES

3.1 SERVICE SITES

The Service Sites approved for the provision of Services under the Agreement are identified in Attachment 1 (Service Sites) to this SOW. The list of Service Sites may be modified by an amendment or other appropriate modification to the Agreement in accordance with the provisions of the Agreement.

3.2 SCOPE OF SERVICES

Scope of Contractor's Services under the Agreement shall include the provision of Security Services by trained, professional, courteous, uniformed and equipped Guards to ensure each Service Site is safe, secured and monitored, as further described in this Paragraph 3.2 below.

3.2.1 GUARD POST COVERAGE

Contractor shall assign Guards at the Service Site(s) specified in Attachment 1 (Service Sites) to this SOW to meet County's needs, as specified below:

- A. Contractor shall determine the shifts needed to deploy Guards to ensure continuous Post coverage in accordance with the applicable Attachment (4.1 – 4.4) under Attachment 4 (Minimum Staff Coverage) to this SOW. Any Open Post without County's written authorization is considered a violation of the Agreement.
 - 1. Contractor shall develop a deployment roster for Post coverage in accordance with the applicable Attachment (4.1 – 4.4) under Attachment 4 (Minimum Staff Coverage) to this SOW, which shall specify the shifts and shall be made available to County upon request.

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2. The deployment roster shall be updated on an ongoing basis to reflect the most recent staffing plan.
- B. Any exceptions, modifications or changes to Post coverage must have prior written approval of County.
- C. In the event County increases Post coverage requirements, Contractor shall work with County to develop a plan for any additional Guard(s) needed for the expanded coverage, together with the shift(s). Changes to Post coverage shall be memorialized by a modification to the Agreement in accordance with Paragraph 6.2 (Changes to Scope).

3.2.2 POST ORDERS

Contractor shall ensure that all Guards, Supervising Guards and Security Managers receive a copy of and are knowledgeable with the general and Service Site specific Post Orders as specified in Paragraph 5.1.2 (Post Orders) of this SOW.

3.2.3 EMERGENCY SERVICES

A. Staff Availability

Contractor staff shall be available to provide Services during any emergency situation, which may include fire, flood, earthquake, civil disturbance, pandemic, epidemic and any other natural or manmade disasters ("Emergency Services").

B. Authorization

If County determines that an emergency situation has triggered the need for Contractor to provide Emergency Services, County will issue an authorization for reimbursing Contractor beyond the scheduled Post coverage for provision of Emergency Services. Any oral authorizations by County will be followed by written confirmation.

C. Coverage

Contractor shall provide coverage for Emergency Services outside of scheduled Post coverage as follows:

- Immediately and no later than one (1) hour from the time of the request; or
- On the date(s) and time as requested by County.

D. Reimbursement

Contractor shall be reimbursed one-and-a-half times the applicable hourly Service Fees ("Hourly Rate") set forth in Exhibit C (Pricing Schedule) to the Agreement for Emergency Services provided within 12 hours of County's request, for the first shift only. Any Emergency Services required thereafter shall be provided utilizing the Contingency Guards in the form of

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Additional Services in accordance with Paragraph 6.1 (Additional Services).

E. Compliance with Labor Laws

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act regarding payment of overtime to its employees, consistent with Paragraph 8.21 (Fair Labor Standards) of the Base Agreement under the Agreement. As specified in Attachment 3 (Performance Requirements Summary) to this SOW, County may impose an assessment against Contractor for failure by Contractor to observe this requirement. County may report Contractor's non-compliance with the California Labor Code to the California Labor Commission.

3.2.4 MATERIALS AND EQUIPMENT

Contractor shall ensure that all Guards, Supervising Guards and Security Managers are equipped with the necessary materials and equipment listed below to perform the Services for each Service Site(s). Unless otherwise specified in writing by the Service Site, Contractor shall be responsible for providing for each of its personnel performing Services hereunder, at a minimum, the following items:

- A. One (1) Sam/Sally Browne belt;
- B. One (1) Handcuff case;
- C. One (1) set Handcuffs plus key;
- D. Four (4) keepers;
- E. One (1) Key Snap;
- F. One (1) heavy-duty 3-cell flashlight approved by County, or approved alternate, with batteries;
- G. One (1) radio holder/pouch;
- H. One (1) Side Handle Baton with Baton Ring or Collapsible Side Handle Baton with Baton Ring. Handler, 12", or the ASP (24" or 26") expandable straight stick;
- I. Appropriate Personal Protective Equipment ("PPE"), including a face masks, goggles, latex gloves and a pouch;
- J. Notebook and pen to document daily activities.

3.2.5 UNIFORMS

Contractor shall provide tailored fit uniforms for each Guard, Supervising Guard and Security Manager working at the Service Site(s). Uniforms must always be clean, neatly pressed and consist of the items listed below. Any exceptions must be approved in writing by County's Project Manager or the Service Site designee, if any.

- A. Trousers – Navy or black;
- B. Shirts – White or blue with the company name/logo;

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- C. Belts – Solid black color, basket weave pattern;
- D. Socks – Solid black or navy blue color;
- E. Shoes – Solid black color, leather material, military style (low laced, plain toed oxfords, with smooth finish);
- F. Shoulder patches, as required by California Business and Professions Code 7582.26(f), on both arms of uniform shirt, polo (if requested by County) and jacket;
- G. Jackets, with appropriate shoulder patches, as appropriate to weather conditions – Navy or black color (as necessary);
- H. Rain gear (as necessary);
- I. Special attire to be provided by Contractor, as requested by County):
 - Black or white polo shirt
 - Tie – Solid black color
 - Tie bar – Gold in color
 - Other appropriate attire reasonably requested by County

3.2.6 VEHICLES AND OTHER TRANSPORTATION

A. Vehicles

Contractor shall, at no cost to County, provide vehicles for Security Managers to conduct patrols, inspections and random visits and to fulfill relief and managing responsibilities at the multiple Service Site(s). As requested by County, Guards may also be assigned to patrol and may need a vehicle for patrolling the Service Site's campus. Contractor's vehicles shall:

1. Be kept clean with no major visible damage;
2. Be clearly identified with Contractor's name and logo;
3. Be less than ten (10) years old;
4. Be in a safe operating condition;
5. Contain copies of vehicle's registration and insurance;
6. Have yellow light bar affixed to roof;
7. Be equipped with or otherwise contain the following items:
 - a. First aid kit
 - b. 5 lb. ABC type fire extinguisher
 - c. Hand-held or vehicle spotlight
 - d. Traffic cones
 - e. Flares
 - f. Yellow scene management (banner guard type) tape

- g. High visibility/reflective vests
 - h. Appropriate PPEs (latex gloves, masks, face shields, goggles, etc.)
 - i. Log containing Guard name and initials, patrol times and mileage (beginning and end of each trip).
8. Be identified and maintained on a list of all vehicles used to provide services under this Agreement, that must include: vehicle description (make, model and year); license plate numbers; vehicle identification numbers; and mileage when vehicle is first to put to use for provision of services hereunder.

B. Other Transportation

- 1. Contractor shall, at no cost to County, also provide transportation other than vehicles, including but not limited to, bicycles and scooters (e.g., Segway) to patrol and conduct inspection rounds throughout each assigned Service Site's campus. All Guards shall wear a yellow or highly reflective vest and helmet while using such other form of transportation. Contractor shall ensure that all other transportation is:
 - a. Kept clean with no major visible damage;
 - b. Less than five (5) years old;
 - c. In a safe operating condition;
 - d. Equipped with reflectors;
 - e. Labeled with an identification number.
- 2. For all other transportation utilized for provision of Services under the Agreement, Contractor shall maintain a current list that includes a description (type and year) and shall assign an identification number.
- 3. Contractor shall ensure that all Guards are trained in the operation of all other transportation being utilized, prior to their first patrol assignment.

3.2.7 RADIOS

Contractor shall provide all Guards and Security Managers with hand-held radios and desktop radios. Contractor shall ensure that:

- A. Radio system is operational and able to operate efficiently and effectively at assigned Service Site(s) without interruption. Each Service Site may have separate radio system requirements, depending on design of the Service Site. Contractor shall be responsible for any and all necessary updates and repairs to the radio system if the system is not efficiently and effectively operational.
- B. Radios adhere to all applicable Federal Communications Commission ("FCC") regulations for all radio communications.

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- C. At least one (1) hand-held radio is fully operational and charged for each of Contractor's staff and, upon County's request, Service Site personnel designated by County.
- D. A desktop radio is available as requested by each Service Site.

3.2.8 ELECTRONIC POST CONFORMATION SYSTEM

Contractor shall provide an automated clock-in/clock-out System, which identifies and verifies covered Posts, Open Posts and patrol times and alerts Contractor's dispatcher when a Guard or Supervising Guard has not reported for duty. Data from the System will be used to create Contractor's invoices for Services.

Unless otherwise directed by County, Contractor shall submit to County for approval the communication plan (i.e., notification to County of any Open Posts and deployment of Guards) before any Services may commence under the Agreement. The EPCS shall have the ability, at a minimum, to:

- A. Upon County's request, generate a report that identifies Contractor's staff clock-in/clock-out times, hours worked and patrol times.
- B. Generate monthly electronic timesheets and invoices.
- C. Alert Contractor's dispatcher when there is an Open Post.

3.3 **CONTRACTOR'S OBLIGATIONS AND REQUIREMENTS**

Contractor shall, at a minimum, meet the obligations and requirements set forth in this Paragraph 3.3 below.

3.3.1 MINIMUM STAFF COVERAGE

Contractor shall ensure that each Service Site is appropriately staffed with Guards, Supervising Guards and Security Managers in accordance with the applicable Attachment (4.1 – 4.4) under Attachment 4 (Minimum Staff Coverage) to this SOW for the Service Area.

3.3.2 PERFORMANCE STANDARDS

- A. Contractor shall ensure that all Security Staff providing Services at each Service Site meet the standards specified in Paragraph 3.4 (Performance Standards and Requirements) of this SOW.
- B. Security Staff shall always present a courteous and business-like demeanor.
- C. Security Staff shall provide protection from bodily harm for employees, visitors, patients and other members of the public.
- D. Security Staff shall safeguard County property against fire, theft, vandalism and illegal entry.
- E. During the coverage of a Post, if a condition exists wherein there is imminent danger of injury to the public or damage to County property, the Guard shall control the situation and intervene, as

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appropriate, to prevent injurious acts to persons or property. As soon as it is safe to do so, Contractor's staff shall notify the Supervising Guard and County of the incident.

3.3.3 MINIMUM REQUIREMENTS

Contractor shall ensure that all Security Staff providing Services at each Service Site meet the minimum requirements for performance of Services at specified in this SOW, including those set forth below.

- A. Contractor shall ensure that Security Staff maintain all required permits and meet all applicable training requirements.
- B. Contractor shall conduct inspections, provide new uniforms when needed and take other appropriate measures to ensure that Security Staff maintain a professional appearance.
- C. Contractor shall ensure that Security Staff are trained in the use of equipment (e.g., weapon scanning equipment) needed for performance of Services at each Service Site.
- D. Contractor shall ensure that Security Staff are knowledgeable with all policies and procedures (i.e., Post Orders, Contractor internal policies, DHS guidelines and any specific Service Site protocols).

3.4 PERFORMANCE STANDARDS AND REQUIREMENTS

3.4.1 LICENSES, CERTIFICATIONS AND QUALIFICATIONS

Contractor shall have obtained and maintain during the term of the Agreement all current licenses, permits, registrations, certifications and accreditations applicable to the performance of this Agreement and the Services provided hereunder. Copies and/or proof of such licenses, permits, registrations, certifications and accreditations relating to the Services shall be made available to County prior to the Effective Date of this Agreement and upon request. Also, all of Contractor's personnel providing Services under the Agreement shall have the requisite experience and qualifications as well as the necessary licensing, certifications, credentialing and training for proper performance of Services hereunder in accordance with Contractor's own requirements and the applicable industry standards and regulations.

3.4.2 ONBOARDING

Contractor must meet any onboarding criteria and qualifications as required by the Service Sites for which Services may be provided by Contractor under the Agreement. County may immediately cease engaging Contractor for provision of Services hereunder if, in County's sole discretion, Contractor does not meet a Service Site's onboarding criteria or qualifications. County shall have no liability to Contractor for any Services provided without County's verification of the applicable onboarding criteria and qualifications and

authorization for provision of Services or without the appropriate certifications.

Service Site may also require Contractor to participate in an orientation. If required by a Service Site, Contractor shall complete the Facility Policy and Procedures Manual, DHS Risk Management Information Manual and New Employee/Contractor Checklist within thirty (30) days of hire and/or assignment for provision of Services hereunder. Contractor must acknowledge receipt of all documentation and orientation by signing and dating the New Employee/Contractor Checklist.

3.4.3 POLICIES AND PROCEDURES

A. Procedural Manual

Contractor shall develop and provide to County's Project Manager, at least ten (10) business days prior to commencing any work under the Agreement, Contractor's procedural manual for provision of Services under the Agreement, including Post coverage. This procedural manual will be updated by Contractor throughout the term of the Agreement to reflect changes to County's needs or operations.

B. Complaint Investigation Procedures

Contractor shall develop, maintain and provide to County's Project Manager, at least ten (10) Business Days prior to commencing any work under the Agreement, Complaint Investigation Procedures, which shall include procedures for receiving, investigating and responding to complaints by Guards, members of the public and County personnel, as further specified in Paragraph 8.6 (Complaints) of the Base Agreement under the Agreement.

C. Illness and Injury Prevention Program

Contractor shall provide to County's Project Manager, prior to commencing any work under the Agreement and annually thereafter, a copy of Contractor's CAL/OSHA-compliant Illness and Injury Prevention Program ("IIPP"). IIPP shall be regularly updated to reflect current risks and hazards and changes in regulatory requirements.

D. Compliance with Policies and Procedures

All Services provided hereunder shall be in compliance with, and all Contractor personnel providing the Services shall comply with, all policies, procedures, protocols, rules and directives applicable to each assigned Service Site.

3.4.4 CONTINUING EDUCATION

Throughout the term of the Agreement, Contractor shall be in conformance with all applicable continuing education requirements, including California Bureau of Security and Investigative Services.

4.0 PERSONNEL

4.1 COUNTY PERSONNEL

County will designate personnel for administering Contractor's performance under the Agreement, including the Statement of Work, as specified in Paragraph 6.0 (Administration of Agreement – County) of the Base Agreement under the Agreement. County personnel will provide direction to Contractor in areas relating to County policy information and procedural requirements.

4.2 CONTRACTOR PERSONNEL

As specified in Paragraph 7.0 (Administration of Agreement – Contractor) of the Base Agreement under the Agreement, Contractor shall designate Contractor's Project Director to lead and coordinate Contractor's provision of Services described hereunder and act as a central point of contact with County personnel. Contractor's personnel shall meet the qualifications and other specifications as set forth below in this Paragraph.

4.2.1 CONTRACTOR'S PROJECT DIRECTOR

- A. Contractor's Project Director shall have full authority to act on behalf of Contractor regarding all matters relating to the daily operations of the Agreement.
- B. Contractor's Project Director must have at least three (3) years of experience within the last five (5) years providing security project management services in a healthcare setting, including management and coordination of multiple locations.
- C. Contractor shall ensure that Contractor's Project Director, or qualified designee, is available and reachable by County regarding this Agreement, at a minimum via telephone, at all times during Business Hours.
- E. Contractor's Project Director shall institute and maintain appropriate supervision of all personnel providing Services on behalf of Contractor pursuant to the Agreement, including employees and subcontractors.

4.2.2 CONTRACTOR'S PROJECT MANAGER

- A. Contractor's Program Manager shall manage and provide oversight of the administrative functions, such as monthly invoices, administrative files and timesheets.
- B. Contractor's Project Manager shall be responsible for determining daily work duties, staffing levels, scheduling and staffing hours needed to properly provide Services under the Agreement.
- C. Contractor's Program Manager must have at least two (2) years of experience within the last three (3) years working for a security

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contractor and providing administrative duties such as timekeeping, personnel and payroll support.

4.2.3 SECURITY GUARD CLASSIFICATIONS

Contractor shall provide the following security Guard classifications for provision of Services (including Post coverage) in accordance with each applicable Attachment (7.1 – 7.5) under Attachment 7 (Staff Specifications) to this SOW:

A. Security Manager

Contractor shall provide Security Manager, as specified in Attachment 7.1 (Staff Specifications – Security Manager) of this SOW.

B. Supervising Guard

Contractor shall provide Supervising Guard, as specified in Attachment 7.2 (Staff Specifications – Supervising Guard) to this SOW.

C. Guard III

Contractor shall provide Guard III, as specified in Attachment 7.3 (Staff Specifications – Guard III) to this SOW.

D. Guard II

Contractor shall provide Security Guard II, as specified in Attachment 7.4 (Staff Specifications – Guard II) to this SOW.

E. Guard I

Contractor shall provide Security Guard I, as specified in Attachment 7.5 (Staff Specifications – Guard I) to this SOW.

4.2.4 PERSONNEL REQUIREMENTS

Contractor shall ensure that personnel providing Services pursuant to the Agreement meet, at a minimum, the requirements as specified below:

- A. Contractor shall provide sufficient personnel to fulfill the requirements of the Agreement and the Statement of Work.
- B. Contractor personnel must effectively communicate in English, both orally and in writing.
- C. Contractor shall notify County in writing of any change to Contractor's personnel and, if feasible, seek County's approval prior to the change in accordance with Paragraph 7.3 (Approval of Contractor Staff) of the Base Agreement under the Agreement regarding County's right to approve or disapprove Contractor's personnel.
- C. Contractor personnel shall be required to attend any scheduled meetings with County staff, as requested or required by County.

4.3 TRAINING

Contractor shall be responsible for ensuring that Security Staff providing Services under the Agreement complete all training requirements set forth in Attachment 3 (Training Outline) to this SOW, including Guard-specific and DHS mandatory training requirements for non-County workforce.

4.4 LITIGATION APPEARANCES AND COUNTY INVESTIGATIONS

4.4.1 Contractor's staff may be required to make litigation related appearances, including as a witness regarding job-related incidents.

4.4.2 Contractor's staff may be asked to cooperate during an investigation for job-related incidents by County personnel.

4.4.3 County will reimburse Contractor the cost of travel, lodging and per diem expenses actually incurred by Contractor's staff for any litigation related appearances and meetings, including investigation interviews, approved by County's Project Manager, at the rates not to exceed those approved for reimbursement to County employees.

4.5 APPLICANT FILE

Contractor shall submit to County for review and approval the applicant's pre-employment file for each member of Security Staff that may provide Services under the Agreement before scheduling background investigation in accordance with Paragraph 4.3 (Background and Security Investigations) of Exhibit A (Additional Provisions) to the Agreement. Contractor shall maintain a pre-employment file for each applicant referred to County for background investigation, which shall contain, at a minimum, the following:

4.5.1 EMPLOYMENT APPLICATION

The employment application, including a list of the candidate's jobs held and any periods of unemployment for the previous ten (10) years, including all security services experience.

4.5.2 MILITARY SERVICE DOCUMENTATION

If prospective applicant served in the military, documentation of all military experience (regular or reserve), including a copy of Selective Service Card DD Form 214 (Certificate or Release or Discharge from Active Duty).

4.6 ADMINISTRATIVE FILE

Contractor shall maintain throughout the term of the Agreement an administrative file for each member of Security Staff that may provide Services under the Agreement, which shall contain the pre-employment file and copies of the following:

4.6.1 Driving Record, including a current printout of the Department of Motor Vehicle ("DMV") record for any Security Staff assigned to drive, which shall be updated annually.

4.6.2 Current and up-to-date Guard Registration Card, issued by the California Department of Consumer Affairs ("DCA"), Bureau of Security and Investigative Services ("BSIS").

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- 4.6.3 Current and up-to-date adult, child and infant CPR card, issued by American Red Cross, American Heart Association, or equivalent provider (8 hours), and Automated External Defibrillator ("AED") certification.
- 4.6.4 Current and up-to-date First Aid Certification, issued by American Red Cross, American Heart Association, or equivalent provider (8 hours).
- 4.6.5 Current and up-to-date baton permit issued by BSIS .
- 4.6.6 Valid and up-to-date California Class "C" Driver's License or California ID Card.
- 4.6.7 Health screening documentation specified in Paragraph 4.9 (Health Screening) of this SOW.
- 4.6.8 A file containing completed trainings and certificates as specified in Attachment 5 (Training Outline) to this SOW.

4.7 BACKGROUND AND INVESTIGATIONS

Contractor shall ensure that all personnel providing Services hereunder have undergone and passed, to the satisfaction of County, background checks in accordance with Paragraph 4.3 (Background and Security Investigations) of Exhibit A (Additional Provisions) to the Agreement. County's background investigation shall include, at a minimum, review of State, local and Federal level criminal conviction information obtained through fingerprints submitted to the California Department of Justice.

4.8 IDENTIFICATION BADGES

Contractor shall ensure personnel providing Services hereunder are appropriately identified in accordance with Paragraph 4.4 (Contractor's Staff Identification) of Exhibit A (Additional Provisions) to the Agreement.

4.9 HEALTH SCREENING

Contractor shall ensure personnel providing Services hereunder obtain health screenings in accordance with Paragraph 4.1 (Medical Health Screening) of Exhibit A (Additional Provisions) to the Agreement.

5.0 ROLES AND RESPONSIBILITIES

5.1 COUNTY'S RESPONSIBILITIES

Service Sites will be tasked with the roles and responsibilities as provided in this Paragraph 5.1 below.

5.1.1 FURNISHED ITEMS

- A. County may provide Contractor's staff with non-exclusive office or other space with furniture and/or equipment at a Service Site.
- B. County may provide furniture and equipment, which will be reasonably maintained or replaced due to normal wear and tear. Pictures of office space and furnishings shall be taken upon Contractor taking possession.

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- C. County will provide an inventory list of all furniture and equipment, which shall be signed by Contractor upon acceptance.
- D. County may inspect, request return of and otherwise have a right to enter and search such property at a Service Site.
- E. Upon termination or expiration of the Agreement, all County furniture and equipment shall be returned to County in good operating condition, less reasonable wear and tear. If County determines that any furniture or equipment is beyond reasonable wear and tear condition, Contractor shall be required to replace the furniture and/or equipment within 30 days from County's notice requesting such replacement.
- F. Contractor's Security Staff shall sign-in and sign-out for all County-furnished equipment, such as keys, when reporting for duty and at the end of the work shift. Replacement for any loss, disappearance, destruction, misuse or theft of any kind whatsoever of County property shall be the responsibility of Contractor. In addition, any costs associated with any such loss, disappearance, destruction, misuse or theft (i.e., re-keying Service Site, broken windows, loss or stolen equipment) shall be the responsibility of Contractor.
- G. Contractor's Project Manager shall report any improperly working or defective County-furnished equipment to the Service Site designee of County's Project Manager through a written memorandum within twenty-four (24) hours of Contractor's knowledge of the problem or defect.

5.1.2 POST ORDERS

County will provide to Contractor general Post Orders and Service Site specific Post Orders. General Post Orders will apply to all Service Site(s), while Service Site specific Post Orders will be unique to the requirements of a Service Site or Post. Contractor shall ensure that all members of its Security Staff are knowledgeable with and adhere to all general Post Orders and the applicable Service Site specific Post Orders.

5.2 **CONTRACTOR'S RESPONSIBILITIES**

5.2.1 STAFFING COVERAGE

A. Log of Questions, Inquiries and Complaints

Contractor shall maintain a written log of all questions, inquiries and complaints, the date and time each was received and a description of the action taken in response or reason for the non-action, together with its date and time. The log shall be made available to County for inspection at the request of County staff.

B. Holidays

Contractor shall be required to provide Services on County-recognized holidays at Service Site(s) operating on twenty-four

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(24) hour/seven (7) days a week basis or upon request by County. Contractor's all-inclusive billable rate shall cover the cost of any holiday pay. A listing of County-recognized holidays may be found at the following link: <https://lacounty.gov/government/about-la-county/about/>.

5.2.2 CONTINGENCY GUARDS

Contractor shall maintain a minimum of fifteen (15) percent (15%) contingency pool of Guards ("Contingency Guard(s)") for deployment to any Open Post. Contingency Guards shall be County background-cleared, trained and certified and shall meet the applicable requirements of a Guard. Contingency Guards shall be made available for deployment to a Service Site as needed, throughout the term of the Agreement. Contractor shall provide to County on a quarterly basis or as otherwise instructed by County a list of Contingency Guards qualified and available for provision of Services under the Agreement.

5.2.3 PLANNED AND UNPLANNED ABSENCES

Contractor shall utilize Contingency Guards throughout the term of the Agreement for planned and unplanned absences. Procedures for absences shall be as follows:

- Contractor shall notify the applicable Service Site designee of County's Project Manager of any planned absence as soon as possible and at least one (1) hour prior to any such unplanned absence.
- In the event Guard must leave during the shift, replacement Guard shall deploy within one (1) hour to complete the remaining shift.
- Contractor shall assign a Guard or Supervising Guard for planned and unplanned absences to ensure continuous Post coverage.
- For any reported unplanned absence, Contractor shall deploy a Guard or Supervising Guard to the Service Site within one (1) hour.
- If a Supervising Guard is deployed for an unplanned absence of a Guard, the Supervising Guard shall remain at the Post until a replacement Guard arrives.

B. Additional Coverage

Generally, coverage for any part of or any facility or site ("Additional Site(s)"), other than the Service Site(s) specified herein, is provided by the incumbent contractor assigned to the area for such facility/site. However, County may request that Contractor also provide coverage for any Additional Site(s), based on Contractor's capacity, capability and performance, as well as business needs of County. Upon agreement of the parties, coverage for any such Additional Sites shall be provided in the form of Additional Services in accordance with Paragraph 6.1 (Additional Services) at the Hourly Rates not to exceed those

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specified in Exhibit C (Pricing Schedule) to the Agreement for Required Services.

Furthermore, in the event that Contractor is not able to provide Additional Services for any part of or any Service Site in its assigned Area ("Additional Location(s)") as requested by County, County reserves the right to engage another contractor for provision of security guards for such Additional Location(s).

5.3 CONTRACTOR'S OFFICE

Contractor shall maintain an office with a telephone in Contractor's name where Contractor conducts business. The office shall be staffed during Business Hours by at least one (1) employee who can respond to questions and any inquiries or complaints which may be received about Contractor's performance under the Agreement. Outside of Business Hours, Contractor shall provide for telephone or remote after-hours service for receiving calls. Unless otherwise agreed to by the parties or specified under this SOW, Contractor shall respond to calls received by the after-hours service within thirty (30) minutes of the call.

5.4 REPORTING

Contractor shall submit to County the following reports:

5.4.1 MONTHLY INSPECTION REPORT

- A. A Monthly Inspection Report ("MIR") of Contractor's scheduled and unscheduled inspections shall be submitted by the tenth (10th) business day of each month for each Service Site for which Services were provided, for the preceding month of Services, which shall include:
 - 1. Full details on all Services provided.
 - 2. Any corrective action(s) taken.
 - 3. A clear description of the problems.
 - 4. The time elapsed between identification and completed corrective action(s).
- C. Contractor shall maintain all MIR records and reports for five (5) years following termination or expiration of the Agreement.

5.4.2 DAILY ACTIVITY REPORTS

- A. Guards shall note the time and briefly describe events that have taken place throughout the day, such as theft, fire, unauthorized entry to secured area, property damage, bodily injury, etc. DAR shall be completed at the end of each shift and available for inspection at the beginning of the next shift. Sufficient time shall be allocated for Guards to discuss any issues or concerns prior to the beginning of the next shift.
- B. Supervising Guard shall document site visits with Guards with respect to the following: uniform inspection, training completed, relief given for breaks or meal periods, records reviewed. DAR

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shall also include any communication with the Department personnel encountered, contract monitors contacted and any CDR follow-up completed.

➤ DAR summary shall be made following each Service Site visit.

C. DAR shall be completed at the end of each shift and available for inspection at the beginning of the next shift.

5.4.3 SECURITY INCIDENT REPORTS

Contractor shall provide Security Incident Reports ("SIR") for incidents considered emergencies (e.g., potential property damage or personal injury that requires the need for Fire and Law Enforcement personnel). After the incident is no longer an imminent concern, Contractor shall:

A. Immediately notify the applicable Service Site designee for County's Project Manager in-person or via phone and follow up with an email.

B. Complete and provide to County the SIR by the end of the shift during which the incident occurred, if possible, but no event later than twenty-four (24) hours after the incident.

5.4.4 MATRIX REPORT

Contractor shall submit by the tenth (10th) business day of every month a Matrix Report to track all required certificates, trainings and any revised trainings needed to maintain compliance with the Agreement. The Matrix Report shall include, at a minimum, the following:

A. Service Site(s) name;

B. Security Staff's last and first name;

C. Security Staff's card number;

D. Date of training;

E. Name of training (attach course description);

F. Type of training (computer, class/session (virtual or in-person), handout, demonstration), including a brief description

G. Baton permit expiration date;

H. CPR and First Aid expiration date;

I. Customer service training;

J. Date of most recent performance evaluation.

5.4.5 VEHICLE MILEAGE REPORT

Contractor shall submit by the tenth (10th) business day of every month a summary log of vehicle mileage that includes name and initials of Security Staff, starting and ending mileage listing of Service Site(s) visited that during patrols and inspections.

5.5 OPERATIONAL PLANS

Contractor shall develop and maintain during the term of the Agreement the following operational plans, which shall be subject to County's approval. Any updates to the operational plans must have County's approval. All plans and related materials will be maintained on file and available for review by County upon request.

5.5.1 CONTRACTOR'S CONTINUITY OF OPERATIONS PLAN

- A. If required by County, Contractor, in collaboration with County, shall develop and provide to County within sixty (60) days from the Effective Date of the Agreement a Continuity of Operations Plan ("COOP") for each Service Site in compliance with County's Chief Executive Office ("CEO"), Office of Emergency Management ("OEM") guidelines. Contractor's COOP will be used for assisting County with restoration of Service Site operations in the event of an emergency or a disaster. The COOP shall address, at a minimum, the following:
 1. Coordination of Service Site emergency response drills in cooperation with County personnel and emergency responders.
 - Contractor shall document and report to the Service Site designee of County's Project Manager the results of any emergency response drills conducted at the Service Site.
 2. A tabletop (scenario) COOP exercise, for each Service Site, to be conducted at a minimum once a year.
 - The purpose of the scenario exercise is to ensure that information in COOP is complete and accurate and that Contractor's Security Staff know their responsibilities during an emergency or disaster and adhere to the Service Site's emergency response plan.
 - The results of scenario exercises shall be reported to the Service Site designee of County's Project Manager and shall include, at a minimum, the following: an overview of the exercise conducted, name and position of participant(s), nature of any deficiencies, a corrective action plan and the timeframe to correct deficiencies.
- B. The COOP shall be updated on an ongoing basis to reflect any changes in information as well as Service Site's current operations and emergency response plan, with updated COOP provided to the Service Site designee of County's Project Manager.
- C. Failure to adhere to the COOP in the event of an emergency or disaster may result in assessment by County of liquidated damages as specified in the Agreement, including Attachment 4 (Performance Requirements Summary) to this SOW.

5.5.2 RECRUITMENT PLAN

Contractor shall develop and provide to County at least ten (10) business days prior to commencing Services under the Agreement Contractor's plan ("Recruitment Plan") for recruiting Security Staff and maintaining a steady 15% pool of Contingency Guards. Contractor shall update the Recruitment Plan during the term of the Agreement and provide the updated Recruitment Plan to the Service Site designee of County's Project Manager.

6.0 ADDITIONAL SERVICES AND CHANGES TO SCOPE

6.1 ADDITIONAL SERVICES

County may request provision of Services other than those described or specified in Paragraph 3.0 (Required Services) above or elsewhere in the Agreement, including professional services ("Additional Services"). Additional Services may be provided on a time and materials basis or fixed price basis, as authorized by County. Additional Services shall require approval from the applicable Service Site designee of County's Project Manager of the requesting Service Site prior to commencement.

Upon County's request for provision of Additional Services on a fixed price basis, Contractor shall prepare and submit a written description of the work to be performed, together with a cost estimate for completion of the requested Additional Services, inclusive of all labor, materials, travel and any per diem costs at the applicable rates that may be set forth in the Pricing Schedule. Upon County's request for provision of Additional Services on a time and materials basis, Contractor shall provide a best estimate of the number of hours needed to complete the requested Additional Services. In any case, any acquisition of Additional Services shall be memorialized by an appropriate modification to the Agreement.

6.2 CHANGES TO SCOPE

The Director of DHS, or authorized designee, may add and/or delete Service Sites or otherwise require changes to the scope of the Agreement. Any such changes shall be made by a modification to the Agreement as authorized by Paragraph 8.1 (Amendments and Modifications) of the Base Agreement under the Agreement.

7.0 CONTRACTOR'S QUALITY CONTROL

Contractor shall establish and maintain the plans and procedures described below, including a comprehensive Quality Control Plan ("QCP"), to ensure provision by Contractor of consistently high level of Services throughout the term of the Agreement. Contractor shall submit for review and approval to County's Project Manager its QCP within 30 days of the Effective Date of the Agreement. Contractor shall resolve within 10 business days any concerns raised by County regarding the QCP, make any required adjustments and resubmit a revised QCP to County.

7.1 QUALITY CONTROL PLAN

The Quality Control Plan ("QCP") shall include, at a minimum, the following:

STATEMENT OF WORK

- 7.1.1 Description of Contractor's standards to improve quality, efficiency and effectiveness of Services provided hereunder, including:
- Identification of opportunities for improvement;
 - Clear expectations and metrics about the action required to improve performance;
 - Contractor's support and resources available to make the improvements;
 - Follow-up plans to measure Contractor's progress with improving and sustaining performance; and
 - Description of possible consequences if performance improvement standards are not met.
- 7.1.2 Description of Contractor's plan to maintain compliance with all applicable laws, standards and regulations, including County policies, procedures and/or departmental bulletins approved by the Director of DHS, or designee, relating to the performance standards and outcome measures.
- 7.1.3 Description of Contractor's methods of monitoring to ensure:
- All Agreement requirements are being met; and
 - All of Contractor personnel who provide Services hereunder maintain current immunizations and licenses and meet the training and other requirements under the Agreement.

7.2 QUALITY RECORDS

Contractor shall perform periodic quality audits to ensure Services, including equipment used for provision of Services, adhere to all applicable regulatory and other performance requirements specified herein. Contractor shall maintain records of all such audits and make them available to County for inspection.

8.0 COUNTY'S QUALITY ASSURANCE

8.1 QUALITY ASSURANCE PLAN

County may evaluate Contractor's performance under the Agreement on an annual basis or more frequently, as determined by County. Evaluation of Contractor's performance may include, among others, County's assessment of Contractor's compliance with the requirements of the Statement of Work and invoicing.

8.2 CONTRACTOR DISCREPANCY REPORT

8.2.1 Verbal or written notification of any Agreement discrepancy will be made to Contractor's Project Director as soon as possible whenever a discrepancy is identified. Contractor shall, without unreasonable delay, resolve the problem within a period of time mutually agreed to by County and Contractor.

8.2.2 County's Project Manager will determine whether a formal CDR shall be issued. Upon receipt of a CDR, Contractor shall, within five (5)

STATEMENT OF WORK

business days of receipt of the CDR, provide to County's Project Manager a written response, which shall include a corrective action plan and proposed timeframe(s) for improving performance to an acceptable level and preventing re-occurrence of the deficiencies identified in the Contractor Discrepancy Report.

8.3 PERFORMANCE REQUIREMENTS SUMMARY

- 8.3.1 County may identify certain critical and minimum acceptable requirements of Contractor's performance of the Agreement in a Performance Requirements Summary, as set forth in Attachment 3 (Performance Requirements Summary) to this SOW ("PRS Chart").
- 8.3.2 The provisions listed in the PRS Chart are intended to be consistent with the requirements of the Agreement, including the Statement of Work, and not to create, extend, revise or expand any obligations of Contractor beyond such requirements. In the event of apparent inconsistency between the requirements of the Agreement and the PRS Chart, the meaning apparent in the Agreement shall prevail.
- 8.3.3 Failure by Contractor to comply with the requirements set forth in the PRS Chart at any time during the term of the Agreement shall entitle County, at its sole discretion, in addition to any other remedies available to County under the Agreement, to assess credits, fees or other financial deductions against Contractor as specified in the PRS Chart.

8.4 COUNTY OBSERVATIONS

In addition to departmental contracting staff, other County personnel may, at any time during normal Business Hours, without unreasonably interfering with Contractor's performance, observe Contractor's performance and activities, as well as review documents relevant to the Agreement.

**ATTACHMENT 1
SERVICE SITES
SECURITY GUARD SERVICES
AREA 4**

SERVICE SITE	STREET ADDRESS	CITY	STATE	ZIP	POINT OF CONTACT
Harbor UCLA Medical Center	1000 W. Carson Street	Torrance	CA	90502	Michael Hill mhill5@dhs.lacounty.gov (cc: luxu@dhs.lacounty.gov) 424-306-7700
Harbor Bay Clinic	1403 W Lomita Blvd.	Harbor City	CA	90710	Michael Hill mhill5@dhs.lacounty.gov (cc: luxu@dhs.lacounty.gov) 424-306-7700
Rancho Los Amigos National Rehabilitation Center	7601 Imperial Highway	Downey	CA	90242	Rochessa Washington rowashington@dhs.lacounty.gov 562-385-7622

ATTACHMENT 2

CONTRACTOR DISCREPANCY REPORT

CDR NUMBER	DATE CDR PREPARED
SERVICE SITE / FACILITY	
CONTRACTOR	AGREEMENT / CONTRACT NUMBER
TO CONTRACTOR'S STAFF [NAME AND TITLE]	FROM [COUNTY'S STAFF NAME AND TITLE]

INCIDENT DETAILS

DATE(S) OF INCIDENT	TIME(S) OF INCIDENT	LOCATION(S) OF INCIDENT
DESCRIPTION OF INCIDENT		
CONTRACTUAL REQUIREMENT(S) – INCLUDE AGREEMENT REFERENCE(S)		

CONTRACTOR DUE DATES

[refer to Agreement to confirm number of days allotted]

1) Contractor's Written Acknowledgement of discrepancy response due within two (2) business days from the date of this CDR: _____	
2) Contractor's Correction Plan of all deficiencies identified in this CDR due within five (5) business days from the date of this CDR: _____	
SIGNATURE OF COUNTY'S REPRESENTATIVE	DATE

CONTRACTOR CORRECTIVE ACTION PLAN

IDENTIFY THE ROOT CAUSE OF INCIDENT AND CORRECTIVE ACTION TAKEN		
PLAN FOR PREVENTION OF FUTURE INCIDENTS		
WRITTEN NAME & TITLE OF CONTRACTOR'S REPRESENTATIVE	SIGNATURE OF CONTRACTOR'S REPRESENTATIVE	DATE

STATEMENT OF WORK

COUNTY EVALUATION OF CONTRACTOR'S RESPONSE				
	YES	NO (IF NO, FURTHER ACTION IS REQUIRED)	Not Applicable (N/A)	ACTION TAKEN / COMMENTS
Contractor acknowledgement of CDR received by Due Date				
Contractor Corrective Action Plan (CAP) received by Due Date				
CAP resolves Discrepancy(ies)				
Plan for Prevention of future incidents is acceptable				
Contractor notified of deficient CAP & possible PRS assessment (Due Date for acceptable CAP is 10 business days)				
Contractor resolved deficient CAP				
If no, Contractor notified of PRS Assessment				
PRS Deductions taken (Invoice No./ Date)				
CONTRACTOR NOTIFIED OF ACTION				
WRITTEN NAME & TITLE OF COUNTY REPRESENTATIVE:			SIGNATURE OF COUNTY REPRESENTATIVE:	
DATE:				
WRITTEN NAME & TITLE OF CONTRACTOR REPRESENTATIVE:			SIGNATURE OF CONTRACTOR REPRESENTATIVE:	
DATE:				

ATTACHMENT 3
PERFORMANCE REQUIREMENTS SUMMARY

SPECIFIC PERFORMANCE REFERENCE	REQUIREMENTS	MONITORING METHOD	DEDUCTIONS/ ASSESSED FEES
BASE AGREEMENT			
Base Agreement: Paragraph 8.42 (Record Retention and Inspection/Audit Settlement)	Contractor shall maintain all required records, as specified in Paragraph 8.42.	Inspection of files	\$100 per incidence of non-compliance
Base Agreement: Paragraph 8.45 (Subcontracting)	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection and Observation	\$100 per incidence of non-compliance.
ADDITIONAL PROVISIONS			
Additional Provisions: Paragraph 10 (Compliance with County's Advance High Road Jobs Initiative)	Contractor shall be in compliance with the County's Advancing High Road Jobs Initiative.	Semi-annual report	\$100 per incidence of non-compliance.
STATEMENT OF WORK			
SOW: Paragraph 3.2.1 (Guard Post Coverage)	Contractor shall assign Guards to ensure continuous Post coverage in accordance with the applicable Attachment (4.1 – 4.4) under Attachment 4 (Minimum Staff Coverage) to the SOW. Any Open Post without County's written authorization is considered a violation of the Agreement.	Inspection and Review	\$200 per hour, per Open Post; Open Post are tracked in one-hour increments.
SOW: Paragraph 3.2.1 (Guard Post Coverage)	Contractor shall develop and maintain up-to-date a deployment roster for Post coverage in accordance with the applicable Attachment (4.1 – 4.4) under Attachment 4 (Minimum Staff Coverage) to the SOW, which shall specify the shifts and shall be made available to County upon request.	Inspection and Review	\$100 per occurrence of failure to provide to County a deployment roster upon request or for providing an outdated deployment roster.
SOW: Paragraph 3.2.3 (Emergency Services)	Contractor shall provide coverage for Emergency Services outside of scheduled Post coverage as follows: ➤ Immediately and no later than one (1) hour from the time of the request; or ➤ On the date(s) and time as requested by County.	Inspection and Review	\$200 per occurrence of failure to provide Post coverage in compliance with Paragraph 3.2.3.

STATEMENT OF WORK

SPECIFIC PERFORMANCE REFERENCE	REQUIREMENTS	MONITORING METHOD	DEDUCTIONS/ ASSESSED FEES
SOW: Paragraph 3.2.8 (Electronic Post Confirmation System)	Contractor shall provide an automated clock-in/clock System, which identifies and verifies covered Posts, Open Posts and patrol times and alerts Contractor's dispatcher when a Guard or Supervising Guard has not reported for duty.	Observation, Inspection of time sheets and random Site Visits	\$500 per occurrence of any errors or issues relating to Electronic Post Confirmation System.
SOW: Paragraph 3.3 (Contractor's Obligations and Requirements)	Contractor shall ensure that (i) each Service Site is appropriately staffed; (ii) Security Staff meet performance standards; and (iii) Security Staff meet the minimum requirements, as specified in Paragraph 3.3.	Inspection and Observation	\$500 per incidence of non-compliance.
SOW: Paragraph 3.4 (Performance Standards and Requirements)	Contractor shall (i) maintain during the term of the Agreement all current licenses, permits, registrations, certifications and accreditations applicable to performance of Services; and (ii) meet Service Site onboarding criteria, as specified in Paragraph 3.4.	Inspection and Observation	\$100 per incidence of non-compliance.
SOW: Paragraph 4.2 (Contractor Personnel)	Contractor's personnel shall meet the qualifications and other specifications as set forth in Attachments (7.1 – 7.5) under Attachment 7 (Staff Specifications) to the SOW.	Observation, random Inspections; Review of administrative files	\$500 per incidence of non-compliance
SOW: Paragraph 4.3 (Training)	Contractor shall be responsible for ensuring that Security Staff providing Services under the Agreement complete all training requirements set forth in Attachment 5 (Training Requirements) to the SOW.	Observation, random Inspections; Review of administrative files	\$100 per each employee non-compliant with the requirements of Attachment 5 (Training Requirement) to the SOW.
SOW: Paragraph 4.6 (Administrative File)	Contractor shall maintain throughout the term of the Agreement an administrative file for each member of Security Staff that may provide Services under the Agreement, which shall contain the pre-employment file and copies of the documentation, as specified in Paragraph 4.6.	Inspection and Review	\$100 per occurrence for any missing, or incomplete or outdated administrative file documentation specified in Paragraph 4.6

STATEMENT OF WORK

SPECIFIC PERFORMANCE REFERENCE	REQUIREMENTS	MONITORING METHOD	DEDUCTIONS/ ASSESSED FEES
SOW: Paragraph 5.2.2 (Contingency Guards)	Contractor shall maintain a minimum of fifteen (15) percent contingency pool of Guards ("Contingency Guard(s)") for deployment to any Open Post, as specified in Paragraph 5.2.2.	Inspection and Review	15% deduction from each invoice within the applicable Area.
SOW: Paragraph 5.2.3 (Planned and Unplanned Absences)	Contractor shall utilize Contingency Guards throughout the term of the Agreement for planned and unplanned absences, as specified in Paragraph 5.2.3.	Inspection and Review	\$500 per occurrence of violation of Paragraph 5.2.3.
SOW: Paragraph 5.4 (Reporting)	Contractor shall provide to County the Monthly Inspection Report (MIR), Daily Activity Reports (DAR), Security Incident Reports (SIR), Matrix Report, and the Vehicle Milage Report, as specified in the Paragraph 5.4.	Inspection and Review	\$100 per occurrence of failure to provide any of the reports identified in Paragraph 5.4.
SOW: Paragraph 5.5.1 (Contractor's Continuity of Operations Plan)	Failure to adhere to Contractor's COOP approved by County in the event of an emergency or disaster as required under Paragraph 5.5.1.	Inspection and Observation	\$1,000 per incidence of non-compliance.
SOW: Paragraph 7.0 (Contractor's Quality Control)	Contractor shall establish and maintain a QCP as required in Paragraph 7.0.	Inspection and Observation	\$250 and revisited if not provided within 10 business days.
SOW: Paragraph 7.2 (Quality Records)	Contractor shall perform periodic quality audits to ensure Services adhere to all applicable regulatory and other performance requirements specified herein. Contractor shall maintain records of all such audits and make them available to County for inspection.	Inspection and Review	\$200 per occurrence of any missing or incomplete records.

**ATTACHMENT 4.4
MINIMUM STAFF COVERAGE - AREA 4**

AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
	Harbor UCLA Medical Center	On-Site Manager	Security Manager	1	0800 - 1600	Mon - Fri, Hol
	Harbor UCLA Medical Center	On-Site Supervising Guard	Supervising Guard	6	0700 - 2300	Sun - Sat, Hol (everyday)
	Harbor UCLA Medical Center	On-Site Supervising Guard	Supervising Guard	3	2300 - 0700	Sun - Sat, Hol (everyday)
	Harbor UCLA Medical Center	2nd Floor O/R Waiting Room	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Harbor UCLA Medical Center	3rd Floor Lobby	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Harbor UCLA Medical Center	6th Floor Peds	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Harbor UCLA Medical Center	7th Floor / Delivery	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)

**ATTACHMENT 4.4
MINIMUM STAFF COVERAGE - AREA 4**

4	Harbor UCLA Medical Center	Ambulance Entrance	Guard I	1	1400 - 0600	Sun - Sat, Hol (everyday)
	Harbor UCLA Medical Center	ER Triage 1st Floor	Guard II	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Harbor UCLA Medical Center	PCDC North	Guard I	1	0600 - 1930	Mon - Fri
	Harbor UCLA Medical Center	Pharmacy Lobby	Guard I	2	0000 - 2400	Sun - Sat, Hol (everyday)
	Harbor UCLA Medical Center	Relief	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Harbor UCLA Medical Center	Relief	Guard I	1	0700 - 2300	Mon - Fri, Hol
	Harbor UCLA Medical Center	Rover	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Harbor UCLA Medical Center	Rover	Guard I	2	0000 - 2400	Sun - Sat, Hol (everyday)

**ATTACHMENT 4.4
MINIMUM STAFF COVERAGE - AREA 4**

Harbor UCLA Medical Center	ER Lobby	Guard II	1	0000 - 2400	Sun - Sat, Hol (everyday)
Harbor UCLA Medical Center	Unit Security (BHSO) - 1 South	Guard III	1	0630 - 2230	Sun - Sat, Hol (everyday)
Harbor UCLA Medical Center	Unit Security (BHSO) - 8West	Guard III	1	0630 - 2230	Sun - Sat, Hol (everyday)
Harbor UCLA Medical Center	Unit Security (BHSO) - Cover 24/7 - Rover A/B	Guard III	2	0000 - 2400	Sun - Sat, Hol (everyday)
Harbor UCLA Medical Center	Unit Security (BHSO) - Psych ER	Guard III	1	0630 - 2230	Sun - Sat, Hol (everyday)
Harbor UCLA Medical Center	Screen Visitors. Pharmacy Entrance	Guard I	1	0800 - 1600	Sun - Sat, Hol (everyday)
Harbor UCLA Medical Center	Screen Visitors. SE Hospital Entrance	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
Harbor UCLA Medical Center	Ambucare N24	Guard I	1	0700 - 1900	Mon - Fri

**ATTACHMENT 4.4
MINIMUM STAFF COVERAGE - AREA 4**

4	Harbor UCLA Medical Center	Inpatient Psych Unit 1-South	Guard III	1	2230 - 0630	Sun - Sat, Hol (everyday)
	Harbor UCLA Medical Center	Inpatient Psych Unit 8-West	Guard III	1	2230 - 0630	Sun - Sat, Hol (everyday)
	Harbor UCLA Medical Center	BHSO Rover	Guard III	1	0630 - 1430	Sun - Sat, Hol (everyday)
	Harbor UCLA Medical Center	BHSO Rover	Guard III	1	1430 - 2230	Sun - Sat, Hol (everyday)
	Harbor UCLA Medical Center	Interior Rover	Guard I	1	2300 - 0700	Sun - Sat, Hol (everyday)
	Harbor UCLA Medical Center	Loading Dock	Guard I	1	0400 - 1600	Mon - Fri
	Harbor UCLA Medical Center	Outside Triage Door	Guard I	1	0700 - 1500	Sun - Sat, Hol
	Harbor UCLA Medical Center	Parking Lot B	Guard I	1	0600 - 1200	Mon - Fri

**ATTACHMENT 4.4
MINIMUM STAFF COVERAGE - AREA 4**

4	Harbor UCLA Medical Center	Parking Lot C	Guard I	1	0600 - 1200	Mon - Fri
	Harbor UCLA Medical Center	PCDC North	Guard I	1	0600 - 1930	Mon - Fri
	Harbor UCLA Medical Center	Rover	Guard I	1	0630 - 2230	Sun - Sat, Hol (everyday)
	Harbor UCLA Medical Center	Rover post for MFI/Professional Building	Guard I	1	0900 - 1700	Mon - Fri
	Harbor UCLA Medical Center	Surgery Emergency Building	Guard I	1	0600 - 1400	Sun - Sat, Hol (everyday)
	Harbor UCLA Medical Center	Surgery Emergency Exit	Guard I	1	1500 - 2300	Sun - Sat, Hol (everyday)
	Harbor UCLA Medical Center	Unit Security (BHSO) - Psych ER	Guard III	1	2230 - 0630	Sun - Sat, Hol (everyday)
AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS

**ATTACHMENT 4.4
MINIMUM STAFF COVERAGE - AREA 4**

4	Harbor Bay Clinic	Interior & Exterior Patrol	Guard I	1	0715 - 1745	Mon - Fri
		Interior & Exterior Patrol	Guard I	1	1745 - 2045	Tue
AREA	SERVICE SITE	POST DESCRIPTION	SECURITY STAFF	QUANTITY OF SECURITY STAFF PER COVERAGE	COVERAGE	DAYS
4	Rancho Los Amigos National Rehabilitation Center	On-Site Supervising Guard	Supervising Guard	1	0800 - 0030	Sun - Sat, Hol (everyday)
	Rancho Los Amigos National Rehabilitation Center	Outpatient Building Central Desk	Guard II	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Rancho Los Amigos National Rehabilitation Center	JPI 1st FL Unit 1N/1S	Guard I	1	0600 - 2200	Sun - Sat, Hol (everyday)
	Rancho Los Amigos National Rehabilitation Center	JPI 2nd FL Unit 2N/2S	Guard I	1	0600 - 2200	Sun - Sat, Hol (everyday)
	Rancho Los Amigos National Rehabilitation Center	JPI 3rd FL Units 3N/3S	Guard I	1	0600 - 2200	Sun - Sat, Hol (everyday)

**ATTACHMENT 4.4
MINIMUM STAFF COVERAGE - AREA 4**

	Rancho Los Amigos National Rehabilitation Center	JPI Loading Dock	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Rancho Los Amigos National Rehabilitation Center	Harriman Lobby	Guard II	1	0730 - 1800	Mon - Fri
	Rancho Los Amigos National Rehabilitation Center	Perry Station 1st Floor	Guard II	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Rancho Los Amigos National Rehabilitation Center	OPB/JPI Entrance	Guard I	1	0700 - 1800	Mon - Fri
	Rancho Los Amigos National Rehabilitation Center	OPB West Entrance	Guard I	1	0630 - 1900	Mon -Fri
	Rancho Los Amigos National Rehabilitation Center	OPB 1st/2nd FI Rover	Guard I	1	0730 - 1800	Mon - Fri

**ATTACHMENT 4.4
MINIMUM STAFF COVERAGE - AREA 4**

4	Rancho Los Amigos National Rehabilitation Center	Rover	Guard I	1	0530 - 2200	Sun - Sat, Hol (everyday)
	Rancho Los Amigos National Rehabilitation Center	Rover	Guard I	1	2300 - 0700	Sun - Sat, Hol (everyday)
	Rancho Los Amigos National Rehabilitation Center	Rover	Guard I	1	1400 - 2200	Mon - Fri
	Rancho Los Amigos National Rehabilitation Center	Rover	Guard I	1	0930 - 1800	Mon - Fri
	Rancho Los Amigos National Rehabilitation Center	Rover	Guard I	1	1330 - 2200	Sun - Sat, Hol (everyday)
	Rancho Los Amigos National Rehabilitation Center	OPB Staff Entrance	Guard I	1	0800-1700	Mon - Fri

ATTACHMENT 4.4
MINIMUM STAFF COVERAGE - AREA 4

4	Rancho Los Amigos National Rehabilitation Center	100 Bldg. (Orthotics Clinics)	Guard 1	1	0800-1700	Mon - Fri
	Rancho Los Amigos National Rehabilitation Center	JPI Extension (New)	Guard I	1	0000 - 2400	Sun - Sat, Hol (everyday)
	Rancho Los Amigos National Rehabilitation Center	SSB (New)	Guard 1	1	0700 - 1800	Mon - Fri
	Rancho Los Amigos National Rehabilitation Center	Security Lead	Guard III	1	0630 - 2230	Sun - Sat, Hol (everyday)

APPENDIX B – ATTACHMENT 5

TRAINING REQUIREMENTS

This Attachment 5 sets forth the training requirements for the provision of Security Guard Services under the Agreement, required by the County of Los Angeles ("County") for the provision of Services by Security Guards I, II and III ("Guard(s)"), Supervising Guards and Security Managers (Security Staff). Contractor shall ensure that all Security Staff working at County buildings, hospitals and/or clinics ("Service Site(s)") complete all applicable training required by County, as set forth herein below. **Unless indicated otherwise in writing by the County, all such training shall be at no cost to the County.**

	NAME OF COURSE/CERTIFICATE/PERMIT	STAFF REQUIRED
	Required Prior to 1st Day at Service Site	
1	Courses required by County in order to meet the requirements in Attachment (7.1 – 7.5) under Attachment 7 (Staff Specifications) to the Statement of Work: ➤ Power to Arrest ➤ Weapons of Mass Destruction and Terrorism Awareness ➤ Public Relations – Community and Customer ➤ Observation and Documentation ➤ Communication and its Significance ➤ Liability/Legal Aspects ➤ First Aid / Cardiopulmonary Resuscitation (CPR) / Automated External Defibrillator (AED) ➤ Baton Permit <i>Refer to the BSIS website (https://www.bsis.ca.gov) for additional details on courses.</i>	All Security Staff
2	Courses required by County in order to meet the requirements in Attachment (7.1 – 7.4) under Attachment 7 (Staff Specifications) to the Statement of Work. ➤ Monitoring Crowd Control ➤ Trespass Course ➤ Arrest, Search, and Seizure ➤ Chemical Agents <i>Refer to the BSIS website (https://www.bsis.ca.gov) for additional details on courses.</i>	Guard II's, Guard III's, Supervising Guards & Security Managers

	NAME OF COURSE/CERTIFICATE/PERMIT	STAFF REQUIRED
	Required to be Completed on 1st Day of Assignment at Service Site	
3	Course documents will be provided by the County. Contractor shall ensure that all Security Staff complete these courses on their first day of deployment at a Service Site: ➤ Post Orders & Assignments ➤ Facility Policies/Orientation ➤ Evacuation Procedures ➤ Handling Difficult People ➤ Workplace Violence* ➤ Officer Safety ➤ Access Control ➤ Compliance Awareness Training (CAT) ➤ Commercial Sexual Exploitation of Children (CSEC 101) ➤ County Wide Privacy Awareness Training ➤ Cybersecurity Awareness Curriculum ➤ HIPPA for Covered Entities <i>*Security Staff will be required to complete a Workplace Violence course annually thereafter.</i>	All Security Staff
4	Training documents for this course will be provided by the County. Contractor shall ensure all Supervising Guards and Security Managers complete this course on their first day of employment under this Agreement: ➤ Just Culture Managers and Supervisors	Supervising Guard & Security Managers
	Post Specific Training	
5	Contractor shall train all Security Staff on use of Contractor-issued vehicles and other transportation, upon a patrol assignment at a Service Site: ➤ Vehicle and Other Transportation Usage	All Security Staff Assigned Vehicles and Other Transportation
6	Contractor shall train all Security Staff on use of equipment used to screen for weapons, including x-ray machines and hand-held magnetometers prior to assignment at a Service Site: ➤ Weapon Detection Equipment Usage	All Security Staff Assigned to Post with Weapon Detection Equipment

	NAME OF COURSE/ CERTIFICATE/PERMIT	STAFF REQUIRED
	Ongoing DHS Training	
7	Course documents will be provided by the County. Contractor shall ensure that all Security Staff complete these courses on an Annual basis: ➤ Facility Reorientation Handbook ➤ Employee Health Services Annual Tuberculosis Surveillance Training ➤ Workplace Violence	All Security Staff
8	Course documents will be provided by the County. Contractor shall ensure that all Security Staff complete these courses on a Bi-annual basis: ➤ County Policy of Equity for Employees ➤ Sexual Harassment and Discrimination Prevention for Non-Supervisors	Guards
9	Course documents will be provided by the County. Contractor shall ensure all Supervising Guards and Security Managers complete these courses on a Bi-annual basis: ➤ County Policy of Equity for Supervisors ➤ Sexual Harassment and Discrimination Prevention for Supervisors	Supervising Guard & Security Managers

SOW - ATTACHMENT 6

DEPARTMENT NAME: _____

October 2026

STAFF SPECIFICATIONS – SECURITY MANAGER

Security Manager shall be assigned to one or more Services Sites for the management of the Security Staff providing Services under the Agreement, including Supervising Guard, Guard I, II, and III as specified in the Statement of Work. Security Managers may be required to travel to multiple Services Sites as part of their duties.

EXPERIENCE REQUIREMENTS:

Must have at least two (2) years of full-time paid experience as a security supervisor in a healthcare environment, within the last three (3) years and have a High School Diploma or equivalent.

EXAMPLES OF DUTIES SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:

- Providing direction and instruction to Post and/or patrolling Supervising Guard by making daily rounds of assigned Location(s) and maintaining Supervising Guard performance.
- Explaining post procedures under Post Orders.
- Providing Training to Supervising Guards under his/her supervision and ensuring that each Supervising Guard fully understands the duties and services to be provided.
- Being available for inspections from DHS personnel.
- Being available to Supervising Guard under his/her supervision at all times during the assigned shift.
- Providing technical and administrative advice to Supervising Guards as appropriate.
- Ensuring adequately assigned Posts are covered by applicable security guards.
- Providing direction and instructions to applicable security guards.
- Monitoring applicable security guard's performance.
- Providing technical and administrative support to applicable security guards.
- Responding to emergency and providing necessary support.
- Training applicable security guards on the use of radios and Services Sites codes.
- When necessary, operating Contractor owned motor vehicle and/or bicycle to conduct inspections around Services Sites.

BACKGROUND INVESTIGATIONS:

Each Security Manager is required to undergo and pass to the satisfaction of the County a background investigation in accordance with the terms of the Agreement, including the Statement of Work. Contractor's staff with any of the following in their background will not be permitted to provide Services under the Agreement as a Security Manager or otherwise:

- Felony conviction
- Conviction for a sex offense
- Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge
- Any conviction of drunk or reckless driving within the last three (3) years

MEDICAL HEALTH SCREENING:

Security Manager must be medically qualified to perform the essential duties under the Agreement. Candidates for this position shall undergo a health screening before commencement of Services under the Agreement and annually thereafter, as required by County. County may require Contractor to provide medical certifications for any Security Staff, including Security Managers, if County determines that their physical condition appears to be questionable.

LICENSE REQUIREMENTS:

Contractor's staff classified as Security Managers are required to have a valid California Class "C" Driver's License.

TRAINING REQUIREMENTS:

Security Manager must complete the applicable training and meet the requirements specified in Attachment 5 (Training Requirements) to the Statement of Work.

STATEMENT OF WORK – ATTACHMENT 7.2

STAFF SPECIFICATIONS – SUPERVISING GUARD

Supervising Guard (also “Supervisor”) shall be assigned to one or more Services Sites for supervision of Guards providing Services under the Agreement, including Guard I, II and III, as specified in the Statement of Work. Supervisors may be required to travel to multiple Services Sites as part of their duties.

EXPERIENCE REQUIREMENTS:

Must have at least (2) years within the last three (3) years of full-time paid experience as a security guard in a healthcare environment and have a High School Diploma or equivalent.

EXAMPLES OF DUTIES SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:

- Ensuring adequate assigned Posts are covered by applicable security guards.
- Providing direction and instructions to applicable security guards.
- Monitoring applicable security guard’s performance.
- Providing technical and administrative support to applicable security guards.
- Responding to emergency and provide necessary support.
- Training applicable security guards on the use of radios and Services Site(s) codes.
- Conducting investigations of incidents and preparing a written memorandum of Security Incident Report (“SIR”) and submitting the SIR to the Service Site designee of County’s Project Manager by the end of the Supervisor’s shift or within twenty-four (24) hours of the incident.
- Covering applicable Post for applicable Guards during breaks, meal, and absences.
- When necessary, operating Contractor owned motor vehicle and/or bicycle to conduct inspections around Services Site(s).

BACKGROUND INVESTIGATIONS:

Each Supervising Guard is required to undergo and pass to the satisfaction of County a background investigation in accordance with the terms of the Agreement, including the Statement of Work. Contractor’s staff with any of the following in their background will not be permitted to provide Services under the Agreement as a Supervising Guard or otherwise:

- Felony conviction
- Conviction for a sex offense
- Military conduct that involved dishonorable discharge, bad conduct or an undesirable discharge
- Any conviction of drunk or reckless driving within the last three (3) years

MEDICAL HEALTH SCREENING:

Supervising Guard must be medically qualified to perform the essential duties under the Agreement. Candidates for this position shall undergo a health screening before commencement of Services under the Agreement and annually thereafter, as required by County. County may require Contractor to provide medical certifications for any Security Staff, including Supervising Guards, if County determines that their physical condition appears to be questionable.

LICENSE REQUIREMENTS:

Contractor’s staff classified as Supervising Guard are required to have a valid California Class “C” Driver’s.

STATEMENT OF WORK – ATTACHMENT 7.2

TRAINING REQUIREMENTS:

Supervising Guard must pass and meet the requirements specified in Attachment 5 (Training Requirements) to the Statement of Work.

STAFF SPECIFICATIONS - GUARD III

Guard III shall be assigned to Services Site(s) for provision of Services under the Agreement as specified in the Statement of Work. Guard III will be assigned to a Post distinguished by County as a higher potential risk. Guard III may also assume a “Team Lead” role in which they will oversee an area to ensure Guards I and II are performing their duties; immediately respond to issues or concerns raised by Guards I and II related to security matters.

NOTE: County will be responsible for assigning the level of risk for each Post to be covered under the Agreement.

EXPERIENCE REQUIREMENTS:

Guard III must have at least three (3) years of full-time paid experience as a security guard in a healthcare environment and have a High School Diploma or equivalent.

EXAMPLES OF DUTIES SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:

- Providing supportive and a lead role in advising and assisting Guards I and II.
- Ensuring County staff present appropriate County identification when entering a Service Site or restricted areas within the Services Site.
- Intervening to prevent injurious acts to persons or damage to County property.
- Safeguarding County property against theft, vandalism and illegal entry.
- Preventing entry of weapons and other illegal contraband into a Services Site.
- Providing information and assistance to the public as needed.
- Operating Contractor or County owned weapon screening equipment, including x-ray machines and magnetometers, both screen-operated and hand-held, as required by Services Sites and document findings.
- Visually screening packages for suspicious markings. If package is suspicious, placing package in an open area and notifying proper authorities, including local law enforcement and Service Site Administrator.
- Locking and unlocking gates and doors; and raising and lowering flags at designated times.
- Ensuring that only authorized personnel are permitted access to closed or restricted areas.
- Responding to reports of ill or injured visitors, patrons, or employees, rendering first aid and notifying local law enforcement and Service Site Administrator, as soon as practicably feasible.
- Relaying reports of bomb threats immediately to local law enforcement and Service Site Administrator.
- Responding to the scene of locally activated fire, burglary or other alarms, evaluating the situation and taking appropriate action.
- Monitoring building alarm systems and electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots.
- Conducting regular vehicle patrols of Service Sites, utilizing Contractor-issued motor vehicles, bicycles or scooters as required by each Service Site.
- Logging activities and events on the Daily Activity Report (DAR).

STATEMENT OF WORK - ATTACHMENT 7.3

- When necessary, operating Contractor owned motor vehicle and/or bicycle to conduct inspections around Service Sites.

BACKGROUND INVESTIGATIONS:

Each Guard III is required to undergo and pass to the satisfaction of the County a background investigation in accordance with the terms of the Agreement, including the Statement of Work. Contractor's staff with any of the following in their background will not be permitted to provide Services under the Agreement as a Guard III or otherwise:

- Felony conviction
- Conviction for a sex offense
- Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge
- Any conviction of drunk or reckless driving within the last three (3) years

MEDICAL HEALTH SCREENING:

Guard III must be medically qualified to perform the essential duties under the Agreement. Candidates for this position shall undergo a health screening before commencement of Services under the Agreement, and annually thereafter, as required by County. County may require Contractor to provide medical certifications for any Security Staff, including Guard III, if County determines that their physical condition appears to be questionable.

LICENSE REQUIREMENTS:

Contractor's staff classified as Guard III may be required to have a valid California Class "C" Driver's License.

TRAINING REQUIREMENTS:

Guard III must complete the applicable training and meet the requirements specified in Attachment 5 (Training Requirements) to the Statement of Work.

STAFF SPECIFICATIONS - GUARD II

Guard II shall be assigned to Services Site(s) for provision of Services under the Agreement as specified in the Statement of Work. Guard II will be assigned to a Post distinguished by County as a higher potential risk.

NOTE: County will be responsible for assigning the level of risk for each Post to be covered under the Agreement.

EXPERIENCE REQUIREMENTS:

Guard II must have at least one (1) year of full-time paid experience as a security guard in a healthcare environment and have a High School Diploma or equivalent.

EXAMPLES OF DUTIES SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:

- Ensuring County staff present appropriate County identification when entering a Service Site or restricted areas within the Services Site.
- Intervening to prevent injurious acts to persons or damage to County property.
- Safeguarding County property against theft, vandalism and illegal entry.
- Preventing entry of weapons and other illegal contraband into a Services Site.
- Providing information and assistance to the public as needed.
- Operating Contractor or County owned weapon screening equipment, including x-ray machines and magnetometers, both screen-operated and hand-held, as required by Services Sites and document findings.
- Visually screening packages for suspicious markings. If package is suspicious, placing package in an open area and notifying proper authorities, including local law enforcement and Service Site Administrator.
- Locking and unlocking gates and doors; and raising and lowering flags at designated times.
- Ensuring that only authorized personnel are permitted access to closed or restricted areas.
- Responding to reports of ill or injured visitors, patrons or employees, render first aid and notifying local law enforcement and Service Site Administrator, as soon as practicably feasible.
- Relaying reports of bomb threats immediately to local law enforcement and Service Site Administrator.
- Responding to the scene of locally activated fire, burglary, or other alarms, evaluating the situation and taking appropriate action.
- Monitoring building alarm systems and electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots.
- Conducting regular vehicle patrols of Service Sites, utilizing Contractor-issued motor vehicles, bicycles or scooters as required by each Service Site.
- Logging activities and events on the Daily Activity Report (DAR).
- When necessary, operating Contractor owned motor vehicle and/or bicycle to conduct inspections around Service Sites.

BACKGROUND INVESTIGATIONS:

Each Guard II is required to undergo and pass to the satisfaction of County a background investigation in accordance with the terms of the Agreement, including the Statement of Work. Contractor's staff with any of the following in their background will not be permitted to provide Services under the Agreement as a Guard II or otherwise:

- Felony conviction
- Conviction for a sex offense
- Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge
- Any conviction of drunk or reckless driving within the last three (3) years

MEDICAL HEALTH SCREENING:

Guard II must be medically qualified to perform the essential duties under the Agreement. Candidates for this position shall undergo a health screening before commencement of Services under the Agreement, and annually thereafter, as required by County. County may require Contractor to provide medical certifications for any Security Staff, including Guard II, if County determines that their physical condition appears to be questionable.

LICENSE REQUIREMENTS:

Contractor's staff classified as Guard II may be required to have a valid California Class "C" Driver's License.

TRAINING REQUIREMENTS:

Guard II must complete the applicable training and meet the requirements specified in Attachment 5 (Training Requirements) to the Statement of Work.

STATEMENT OF WORK – ATTACHMENT 7.5

STAFF SPECIFICATION - GUARD I

Guard I shall be assigned to Services Site(s) for provision of Services under the Agreement as specified in the Statement of Work. Guard I will be assigned to a Post distinguished by the County as a lower potential risk.

NOTE: County will be responsible for assigning the level of risk for each Post to be covered under the Agreement.

EXPERIENCE REQUIREMENTS:

Guard I must be 18 years of age and have a High School Diploma or equivalent.

EXAMPLES OF DUTIES SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING:

- Ensuring County staff present appropriate County identification when entering a Services Sites, or a restricted area within a Services Site.
- Intervening to prevent injurious acts to persons or damage to County property.
- Safeguarding County property against theft, vandalism and illegal entry.
- Preventing entry of weapons and other illegal contraband into a Services Sites.
- Providing information and assistance to the public as needed.
- Operating Contractor or County owned weapon screening equipment, including x-ray machines and magnetometers, both screen-operated and hand-held, as required by Service Site and document findings.
- Visually screening packages for suspicious markings. If package is suspicious, placing package in an open area and notifying proper authorities, including local law enforcement and Service Site Administrator.
- Locking and unlocking gates and doors; and raising and lowering flags at designated times.
- Ensuring that only authorized personnel are permitted access to closed or restricted areas.
- Responding to reports of ill or injured visitors, patrons or employees, rendering first aid and notifying local law enforcement and Service Site Administrator, as soon as practicably feasible.
- Relaying reports of bomb threats immediately to local law enforcement and Service Site Administrator.
- Responding to the scene of locally activated fire, burglary, or other alarms, evaluate the situation and taking appropriate action.
- Monitoring building alarm systems and electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots.
- Conducting regular vehicle patrols of Service Sites, utilizing Contractor-issued motor vehicles, bicycles or scooters as required by Service Sites.
- Logging activities and events on the Daily Activity Report (DAR).

BACKGROUND INVESTIGATIONS:

Each Guard I is required to undergo and pass to the satisfaction of County a background investigation in accordance with the terms of the Agreement, including the Statement of Work.

STATEMENT OF WORK – ATTACHMENT 7.5

Contractor's staff with any of the following in their background will not be permitted to provide Services under the Agreement as a Guard I or otherwise:

- Felony conviction
- Conviction for a sex offense
- Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge
- Any conviction of drunk or reckless driving within the last three (3) years

MEDICAL HEALTH SCREENING:

Guard I must be medically qualified to perform the essential duties under the Agreement. Candidates for this position shall undergo a health screening before commencement of Services under the Agreement, and annually thereafter, as required by County. County may require Contractor to provide medical certifications for any Security Staff, including Guard I, if County determines that their physical condition appears to be questionable.

LICENSE REQUIREMENTS:

Contractor's staff classified as Guard I may be required to have a valid California Class "C" Driver's License.

TRAINING REQUIREMENTS:

Guard I must complete the applicable training and meet the requirements specified in Attachment 5 (Training Requirements) to the Statement of Work.

EXHIBIT C
PRICING SCHEDULE

This Exhibit C (Pricing Schedule) to the Agreement sets forth the pricing and payment terms for provision of Services pursuant to the Agreement. The terms or phrases used herein without definitions shall have the meanings given to such in the Agreement, including the Statement of Work.

1.0 PRICING AND PAYMENTS

1.1 SERVICE FEES

The fees for Services ("Service Fee(s)") specified in this Pricing Schedule are the maximum amounts that shall be payable by County to Contractor for the Services provided pursuant to the Agreement. Unless amended pursuant to a duly authorized amendment to the Agreement, the Service Fees shall not increase during the term of the Agreement. Contractor shall invoice County the Service Fees for Services provided in accordance with the requirements of the Statement of Work. Unless otherwise provided in the Agreement, Service Fees shall include any and all costs and fees associated with the provision of Services.

Contractor shall provide all Services and fulfill all requirements of the Statement of Work in exchange for the Service Fees specified below.

1.2 PRICING TERMS

Pricing and reimbursement for Services provided pursuant to the Agreement shall be subject to the following terms and conditions:

Security Staff Classification	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rates	Year 4 Hourly Rate	Year 5 Hourly Rate
Guard I	\$35.59	\$35.59	\$35.59	\$35.59	\$35.59
Guard II	\$36.31	\$36.31	\$36.31	\$36.31	\$36.31
Guard III	\$37.48	\$37.48	\$37.48	\$37.48	\$37.48
Supervising Guard	\$38.94	\$38.94	\$38.94	\$38.94	\$38.94
Security Manager	\$48.71	\$50.16	\$51.65	\$53.20	\$54.80
Project Manager	\$56.49	\$58.25	\$60.07	\$61.95	\$63.90
Project Director	\$73.24	\$75.59	\$78.01	\$80.53	\$83.13
Area 4: Maximum Obligation			\$67,058,316		

2.0 INVOICING

2.1 INVOICING

Terms	☒ Monthly in Arrear ☐ Monthly in Advance ☐ Other _____
Due Date	☐ 15 th of each month ☐ End of each month ☐ Other _____
Submission	To contact(s) for billing identified in Exhibit E (County's Administration) or Attachment 1 (Service Sites) under Exhibit A (Statement of Work), as applicable.

Unless otherwise instructed by County, Contractor shall submit a separate invoice for each Service Site, if any, to County's Project Manager or the Service Site PM, as applicable. All invoices submitted by Contractor shall include a billing summary of the Services provided. County and Contractor will agree on the invoice format, which shall include, at a minimum, the information specified below:

1. Invoice #
2. Invoice Date
3. Service Site, if any
4. Date of Services
5. Description of Services
6. Service Fees
7. Total invoice amount

2.2 EXPENSES

Unless specified otherwise in the Agreement or the Statement of Work, the Service Fees specified in this Pricing Schedule are the only amounts that Contractor may charge County and be reimbursed for provision of Services under the Agreement, and County shall not pay Contractor overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem or any other expenses that may be incurred by Contractor in the course of provision of the Services.

If Contractor is authorized under the Agreement or by County to be reimbursed for expenses (mileage, parking, etc.) incurred in the course of provision of Services in addition to the Service Fees payable under the Agreement, the reimbursement rates for such expenses shall not exceed those approved by County for reimbursement to County employees.

EXHIBIT D
ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR'S NAME Inter-Con Security Systems, Inc.

COUNTY AGREEMENT NO. _____

GENERAL INFORMATION:

Contractor referenced above has entered into the County Agreement identified above (hereafter "County Agreement") to provide certain services to the County of Los Angeles (hereafter "County"). County requires Contractor to sign this Contractor Acknowledgement and Confidentiality Agreement (hereafter "Confidentiality Agreement").

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that Contractor employees, consultants, outsourced vendors, independent contractors and agents (hereafter "Contractor's Staff") that will provide services pursuant to the above referenced County 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 County Agreement.

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

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by County 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 County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with County. 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 understands and agrees that if it or Contractor's Staff are involved in County work, 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 it or Contractor's Staff for County.

Contractor, on behalf of itself and Contractor's Staff, hereby agrees that neither it nor Contractor's will divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced County Agreement. Contractor agrees that it and Contractor's Staff shall forward to County's Project Manager all requests for the release of any data or information received.

Contractor agrees that it and Contractor's Staff shall keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from County, design concepts, algorithms, programs, formats,

documentation, Contractor's proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the County Agreement. Contractor further agrees that it and Contractor's Staff shall protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor also agrees that if proprietary information supplied by other County vendors is provided to Contractor's Staff during employment, Contractor and Contractor's Staff shall keep such information confidential during and following the term of the County Agreement.

Contractor agrees that it and Contractor's Staff shall report any and all violations of this Confidentiality Agreement by Contractor or Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor acknowledges that violation of this Confidential Agreement by Contractor or Contractor's Staff may subject Contractor and Contractor's Staff to civil and/or criminal action and that County may seek all possible legal redress.

SIGNATURE: 
PRINTED NAME: Kevin Hernandez

DATE: 4/29/2026
POSITION: Chief Strategy Officer

EXHIBIT E
COUNTY'S ADMINISTRATION

COUNTY'S PROJECT DIRECTOR

Name Julio C. Alvarado

Title Director, Contracts Administration & Monitoring

Phone (213) 288-7819

Email jalvarado@dhs.lacounty.gov

COUNTY'S PROJECT MANAGER

Name Matthew Ohan

Title Staff Analyst, Health

Phone 562-385-6563

Email mohan@dhs.lacounty.gov

SERVICE SITE – SERVICE SITE PROJECT MANAGER / BILLING

Name Joseph Mesina

Title Fiscal Officer II

Phone 626-525-5265

Email jomesina@dhs.lacounty.gov

EXHIBIT F
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S WEBVEN VENDOR ID: 198168

CONTRACTOR'S PROJECT DIRECTOR

Name Michael Bogosian

Title VP Operations

Address 210 S. De Lacey Ave Pasadena, CA 91105

Phone 626-535-2200

Email mbogosian@icsecurity.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name Kevin Hernandez

Title Chief Strategy Officer

Address 210 S. De Lacey Ave Pasadena, CA 91105

Phone 626-535-2200

Email KHernandez@icsecurity.com

Name Richard Stack

Title Chief Operating Officer

Address 210 S. De Lacey Ave Pasadena, CA 91105

Phone 626-535-2200

Email RStack@icsecurity.com

EXHIBIT G
CHARITABLE CONTRIBUTIONS CERTIFICATION

[Vendor/Contractor]: Inter-Con Security Systems, Inc

Address: 210 S. De Lacey Ave Pasadena, CA 91105

Internal Revenue Service Employer Identification Number: 95-3020192

☐ The Agency or Contractor is exempt from the California Nonprofit Integrity Act.

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

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

Check the Certification below that is applicable to your company.

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

OR

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



Signature

Date: 04-29-2026

Name of Signer: Kevin Hernandez

Title: Chief Strategy Officer