



County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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September 15, 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:

**RECOMMENDATION TO AWARD
TWO CONTRACTS FOR SECURITY GUARD SERVICES
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks the Board of Supervisors' (Board) approval to award two Proposition A contracts for Security Guard Services. One contract is recommended for award to Inter-Con Security Systems, Inc. (Inter-Con) for the North Sector and one contract is recommended for award to Universal Protection Service, LP dba Allied Universal Security Services (Allied) for the South Sector. Services will be provided at DPSS locations and at other facilities, as needed.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that pursuant to Los Angeles County Code Section 2.121.420 that security guard services can be more economically performed by an independent contractor than by County employees (Enclosure I).
2. Approve and instruct the Board Chair to sign the enclosed contracts with Inter-Con (Enclosure II) and Allied (Enclosure III) for the provision of security guard services. The North Sector contract term will be for three years and one-month with a maximum contract sum up to \$ 21,630,180. This contract will be effective November 1, 2026, or on the first of the month following a 30-day period after Board approval, whichever is later and will include a one-month transition period at the beginning of the term to allow the incumbent contractor to hand over operations to the incoming contractor. The South Sector contract will be effective for three years, with a maximum contract sum up to \$ 40,654,626. This contract will be effective on December 1, 2026, or on the first of the month

following a 60-day period after Board approval, whichever is later. A transition period is not needed in the South Sector, as this contract will be awarded to the incumbent.

3. Delegate authority to the Director of DPSS, or designee, to extend the contracts for up to two additional one-year periods. Prior to executing such amendments, DPSS shall obtain approval from the following: (a) County Counsel as to form, and (b) Auditor-Controller (A-C) for the cost analyses, if warranted. If delegated authority is utilized, California Department of Social Services' approval for the two one-year periods has already been obtained. The Director of DPSS, or designee, will notify the Board within ten (10) business days of executing such amendments.

4. Delegate authority to the Director of DPSS, or designee, to prepare and execute amendments to the contracts for: (a) Instances which affect the scope of work, term, contract sum, payment terms, or any other term or condition in the contracts; (b) Additions and/or changes required by the Board or Chief Executive Officer (CEO); (c) Changes to be in compliance with applicable County, State, and federal regulations; and (d) Increases or decreases of no more than 20 percent of the original maximum contract amount (including the contract amounts for the two one-year extension options) based on the County's service needs and funding availability and (e) To adjust the budget periods to align with the contract and amendment effective date(s). DPSS will obtain the approval of County Counsel as to form prior to executing such amendments and submit cost analyses to the A-C for approval if warranted. The Director of DPSS, or designee, shall notify the Board within ten (10) business days of executing such amendments.

5. Delegate authority to the Director of DPSS, or designee, to prepare and execute amendments to the contracts to increase or decrease the current maximum contract amounts (including the contract amounts for the two one-year extension options) due to unforeseen funding augmentations or curtailments, with the option to increase or decrease the current maximum contract amount as appropriated by the State, during the term of the contracts and their extension periods. The approval of County Counsel as to form will be obtained prior to executing such amendments. The Director of DPSS, or their designee, will notify the Board within ten (10) business days of executing such amendments.

6. Delegate authority to the Director of DPSS, or designee, to execute amendments to the contracts to include an option to extend for up to six additional months, in any increment provided it is in the best interest of the County. The approval of County Counsel as to form will be obtained prior to executing such amendments and cost analyses will be submitted to the A-C for approval if warranted. The Director of DPSS, or designee, shall notify the Board within ten business days of executing such an amendment.

7. Delegate authority to the Director of DPSS, or designee, to terminate for convenience the current Security Guard Services contracts with Allied effective with the commencement of the new contracts referenced in Board Recommendation Number Two.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommendations will allow DPSS to provide a safe environment for County employees and residents accessing DPSS facilities by providing security guard services to DPSS locations listed in the attached contracts and other facilities, as needed. The use of two agencies will optimize the protection of its employees and customers.

A one-month transition period has been incorporated into the contract term, for the new contractor in the North Sector, and will occur during the first month of the contract term. The transition period is for orientation purposes and to ensure a seamless transition of services. During the transition month the incumbent will share operational knowledge, allow the new North Sector contractor direct on-the-job observation, and will hand over all relevant documentation.

Implementation of Strategic Plan Goals

The recommendations are consistent with the principles of the Countywide Strategic Plan, North Star I, Make Investments that Transform Lives, Focus Area Goal B. Employment and Sustainable Wages; North Star II, Foster Vibrant and Resilient Communities, Focus Area Goal C. Public Safety; and North Star III, Realize Tomorrow's Government Today, Focus Area Goal G. Internal Controls and Processes, because they enable DPSS to protect persons and property and prevent theft and vandalism at County facilities.

FISCAL IMPACT/FINANCING

The maximum contract amounts for the term of these contracts will be \$21,630,180 for the North Sector and \$40,654,626 for the South Sector. The annual maximum contract costs vary during the contract term and increase each year. The costs of these contracts will be offset by federal, State, and Net County Cost (NCC). NCC for the transition month and the first calendar year of the contract for the North Sector is \$1,457,418. NCC for the first calendar year for the South Sector contract is \$2,618,703. The estimated annual costs for the contracts are indicated in Enclosure IV. Funding is included in the DPSS' Fiscal Year (FY) 2026-27 final budget and will be included as a continuing appropriation in future FY budgets as necessary.

Since the contract effective date is contingent upon Board approval, Board delegated authority is requested to adjust the budget periods to align with the contract and amendment effective date(s), if necessary. In addition, the maximum budget amounts may change depending on the timing of Board approval, and amendments will be required to align the budget periods with the actual contract and amendment effective dates.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 9, 2024, the Board adopted the Advancing High Road Jobs by Harnessing the County's Procurement Power as a Market Participant Motion. This is to further support Equity in County Contracting efforts by leveraging the County's various robust training programs (which have been designed and developed to train individuals from our local communities for quality jobs with family-sustaining wages), and the County's largest contracts, to create opportunities for full-time employment in the private sector by expanding on the pool of individuals being hired onto awarded contracts. The DPSS Security Guard Services contracts were recommended for a County solicitation pilot program, which required the awarded County contractors to consider hiring qualified employees with barriers to employment from the County's America's Job Centers of California workforce programs and workforce pipeline Welfare-to-Work programs.

The contracts contain the Board's required contract provisions, including those requiring the consideration of qualified County employees targeted for layoffs and qualified Greater Avenues for Independence (GAIN) and Skills and Training to Achieve Readiness for Tomorrow (START) participants for employment openings; the Jury Service Ordinance; the Safely Surrendered Baby

Law; and the Child Support program. The contracts provide for termination by the County with a 30-calendar day written notice, should termination be in the County's best interest.

These contracts are subject to Proposition A and the Living Wage Program (Los Angeles County Code, Chapter 2.201). Pursuant to Proposition A, DPSS conducted cost analyses, a summary of which is included for each Sector (Enclosure I). DPSS determined that these contracts are cost-effective, and the A-C has agreed. The proposed contractor is in compliance with all requirements of the Living Wage Program. The contracts do not include a cost-of-living adjustment provision.

There will be no impact on other County services or projects. The contracts will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to an emergency will not be impaired. There will be no change in risk exposure to the County.

The contractors are in compliance with all Board, CEO, and County Counsel requirements.

The proposed contracts provide that the County has no obligation to pay for expenditures incurred beyond the negotiated maximum amounts.

CEO Risk Management Branch has reviewed and approved the provisions relating to insurance and indemnification.

County Counsel and the CEO have reviewed this Board letter, and County Counsel has approved the contracts as to form.

CONTRACTING PROCESS

On May 21, 2025, DPSS released a Request for Proposals (RFP) for security guard services. The RFP was posted on the County's "Doing Business with Us" and "DPSS Contracting Opportunities" websites. DPSS advertised the RFP on Facebook, Instagram, and X (formerly known as Twitter), and in the following print publications: Los Angeles Times, La Opinion, Long Beach Press Telegram, Antelope Valley Press, and San Gabriel Valley Tribune.

DPSS facilitated a mandatory Proposer's Conference and two mandatory site visits per sector. Representatives from 22 agencies participated in the virtual mandatory Proposer's Conference held on June 9, 2025. Representatives from 16 agencies participated in the mandatory site visits on June 9, 2025 and June 10, 2025. Proposals were due on July 21, 2025, and a total of 11 proposals met the minimum mandatory requirements for evaluation. Of the 11 proposals that met the minimum mandatory requirements, six proposals were for the North Sector, and five proposals were for the South Sector.

The evaluation and scoring process was performed by subject matter experts from DPSS and a five-member evaluation committee consisting of individuals from the following Los Angeles County departments: Library; Health Services; Youth Development; Internal Services; and DPSS. Each evaluator was screened for any potential bias or conflict of interest prior to being accepted as an evaluator. Each evaluator attended a training session where they were provided with an overview of the RFP process and an explanation of the evaluation scoring tools and the evaluation methodology prior to reviewing and scoring any proposals. All evaluators were assigned to evaluate all the proposals for both Sectors. The evaluators scored the proposals individually and in accordance with County Contracting Guidelines. Each evaluator conducted an independent review of the proposals

and then participated in a group discussion. Proposer scores under this portion of this evaluation were developed using the Informed Averaging Methodology, pursuant to Board Policy 5.054, and as described in the Evaluation Methodology for Proposals Implementation Guidelines. The evaluators and the DPSS subject matter experts conducted a comprehensive technical evaluation and analyzed the proposals in detail, after which the proposals were scored and ranked based on the criteria set forth in the RFP.

To comply with the County's Proposition A contracting guidelines, the California Division of Labor Standards Enforcement was contacted to request records regarding any Labor Law/Payroll Violations that may not have been reported in the proposals. The Labor Law/Payroll Violation Assessment Team, which consisted of representatives from the Department of Public Works, Internal Services Department, and the Chief Executive Office, determined the severity and extent of any violations and recommended a percentage point deduction from the proposers' evaluations scores.

DPSS followed all provisions of Board Policy 5.055, Services Contract Solicitation Protest. Debriefing sessions were provided for all non-selected proposers. The County entered negotiations with Inter-Con for the North Sector and Allied for the South Sector. At the conclusion of negotiations, DPSS obtained Letters of Intent from Inter-Con and Allied. Subsequently, on April 13, 2026, DPSS notified each of the non-selected proposers that submitted the Notice of Intent to request a Proposed Contractor Selection Review (PCSR), that negotiations had concluded and were provided with a copy of the proposal and evaluation documents of the selected proposers and a copy of their individual evaluation documents. Each non-selected proposer had an opportunity to submit a PCSR Request Form by April 20, 2026. DPSS did not receive any PCSR requests.

In compliance with Proposition A contracting guidelines, DPSS requested the assistance of the A-C to review the cost effectiveness of contracting for these services. The A-C reviewed and approved the Proposition A, Cost Analyses (Enclosure I), which includes a statement from the A-C indicating that the A-C has reviewed the cost comparison and concurs that the contracts are cost effective.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Award of these contracts will allow DPSS to provide security guard services for DPSS offices. These contracts will not result in the displacement of any County employees because these services are currently provided by contracted employees.

CONCLUSION

Upon Board approval, the Executive Officer of the Board of Supervisors is requested to return a stamped and signed copy of the Adopted Board letter and the executed contracts to the Director of DPSS.

The Honorable Board of Supervisors

9/15/2026

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Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Jackie Contreras". The signature is fluid and cursive, with a large, sweeping initial "J".

JACKIE CONTRERAS, Ph.D.

Director

JC:dp

Enclosures

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



OSCAR VALDEZ
AUDITOR-CONTROLLER

CONNIE YEE
CHIEF DEPUTY AUDITOR-CONTROLLER

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

AUDIT DIVISION
WORLD TRADE CENTER
350 S. FIGUEROA STREET, 8TH FLOOR
LOS ANGELES, CALIFORNIA 90071-1304

ASSISTANT AUDITOR-CONTROLLERS

MAJIDA ADNAN
RACHELLE ANEMA
ROBERT G. CAMPBELL

July 14, 2026

TO: Collins Nweke, Chief Financial Officer
Department of Public Social Services, Financial Management Division

FROM: Zoran Penich, Chief Accountant-Auditor
Audit Division *Zoran Penich*

SUBJECT: **REVIEW OF PROPOSITION A COST ANALYSES – DEPARTMENT OF
PUBLIC SOCIAL SERVICES – ARMED AND UNARMED SECURITY
GUARD SERVICES FOR THE NORTH AND SOUTH SECTORS**

County Code Chapter 2.121.420 requires departments to determine whether services can be performed more economically by outside contractors rather than County employees before recommending the award of Proposition A contracts. The Department of Public Social Services (DPSS or Department) provided cost analyses which determined that the contracts for armed and unarmed security guard services with Inter-Con Security Systems, Inc. for the North Sector and Universal Protection Services, LP dba Allied Universal Security Services for the South Sector are cost effective. We have reviewed the cost analyses and determined they support that the contracts are cost-effective.

DPSS was unable to submit their Proposition A cost analyses within the required timeframe for our review and requested a highly expedited review. To accommodate this request, the scope of our review was limited compared to our standard Proposition A cost analysis review. Specifically, we performed work we believe is minimally sufficient to confirm the Department's conclusion that the contracts are cost-effective, but we did not have sufficient time to validate the specific dollar amount of cost savings identified by the Department. Accordingly, we do not express an opinion on the accuracy of the projected savings amount.

If you have any questions, please contact Regina Smith at rsmith@auditor.lacounty.gov.

ZP:rs

c: Jeffrey Ho, Audit Division Chief



**CONTRACT
BY AND BETWEEN**

**THE COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
AND**

INTER-CON SECURITY SYSTEMS, INC.

FOR

**SECURITY GUARD SERVICES
NORTH SECTOR**

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS)
AND
INTER-CON SECURITY SYSTEMS, INC.
FOR
SECURITY GUARD SERVICES**

This Contract ("Contract") is made and entered into on 1st day of November, 2026 or on the first of the month following a 30-day period after Board approval, whichever is later, by and between the County of Los Angeles, hereinafter referred to as "County" and Inter-Con Security Systems, Inc., hereinafter referred to as "Contractor." Contractor is located at 210 South De Lacey Avenue, Pasadena, CA 91105.

RECITALS

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

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

WHEREAS, the Contractor represents that it possesses the necessary special skills, knowledge, and technical competence and sufficient staffing to provide the Security Guard services required herein; and

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

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

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

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1.0 APPLICABLE DOCUMENTS

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

STANDARD EXHIBITS:

- 1.1** Exhibit A Statement of Work (SOW)
- 1.2** Exhibit A-1 SOW Attachments
- 1.3** Exhibit B Pricing Schedule
- 1.4** Exhibit C Contractor's Budget
- 1.5** Exhibit D County's Administration
- 1.6** Exhibit E Contractor's Administration
- 1.7** Exhibit F Forms Required at the Time of Contract Execution
 - F-1 Contractor Acknowledgement and Confidentiality Agreement
 - F-2 Contractor Employee Acknowledgement and Confidentiality
 - F-3 Contractor Non-Employee Acknowledgement and Confidentiality
- 1.8** Exhibit G (Intentionally Omitted)
- 1.9** Exhibit H Payroll Statement of Compliance

UNIQUE EXHIBITS:

- 1.10** Exhibit I Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.11** Exhibit J (Intentionally Omitted)
- 1.12** Exhibit K Information Security and Privacy Requirements

- 1.13 Exhibit L Sample Monthly Invoices
- 1.14 Exhibit M Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. PART 76)
- 1.15 Exhibit N Civil Rights Complaint – Contractor Form and Flowchart
- 1.16 Exhibit O Contractor's Certification of Office Location
- 1.17 Exhibit P Nepotism Policy Statement of Understanding
- 1.18 Exhibit Q Digital Accessibility Requirements

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Subsection 8.1, Amendments and Change Notices and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 **Acceptable Quality Level (AQL):** The minimum performance percent that can be accepted and still meets the Contract standard for satisfactory performance. The AQL does not imply that it is acceptable to vary from the standard, or that the Contractor may knowingly perform in a defective way. The AQL recognizes the fact that less than standard performance may sometimes be unintentional. However, County expects professional service delivery to be provided at all times.
- 2.2 **Administrative File:** An administrative file as described in Exhibit A, SOW, paragraph 6.3.3.
- 2.3 **Advancing High Road Jobs Initiative:** The County initiative aims to address workforce development and economic equity in Los Angeles County by directly contributing to the growth of local employment opportunities in the private and public sector, including County government contracts
- 2.4 **Anti-Racism, Diversity, and Inclusion (ARDI):** Anti-Racism is the work of actively identifying and eliminating racism by changing systems, organizational structures, policies, and practices so that power is redistributed and shared equitably, thereby improving access to resources

and information. Diversity is the inclusion of different types and or groups of people (such as people of varying sex, race, or culture) in a group or organization. Inclusion is the act of creating environments, in which any individual or group can feel and be welcomed, respected, valued, and supported to fully participate.

- 2.5 Armed Security Guard Supervisor Daily Activity Report:** A Contractor form used by the Armed Security Guard Supervisor to log events throughout the day at their assigned Location(s).
- 2.6 Armed Security Guard Supervisor Sign In/Out Sheet:** A Contractor form used by the Armed Security Guard Supervisors to sign in and out of their County assignment on a daily basis.
- 2.7 Auditor-Controller (A-C):** The County of Los Angeles Department designated to receive payment authorization(s) and issue checks. The A-C also performs County audit functions.
- 2.8 Bilingual:** The ability to speak and understand English and another language.
- 2.9 Board of Supervisors (Board):** The Board of Supervisors is the governing body of the County of Los Angeles.
- 2.10 Budget:** The document that details the Contractor's costs for providing services and is included in the Contract. Included in the Budget are the following:
 - 2.10.1 Direct Costs:** Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).
 - 2.10.2 Indirect Costs:** General Accounting/Bookkeeping, Management Overhead and other (specified).
 - 2.10.3 Total Cost to Contract Services:** The total cost to Direct and Indirect Costs.
- 2.11 Business Day:** Monday through Friday, excluding County observed holidays.
- 2.12 Calendar Days:** All days of the week including Saturdays, Sundays and holidays.
- 2.13 Competitive Wage:** A salary or hourly rate that is comparable to or higher than the average compensation offered in the industry for similar positions and in the same geographic area that allows employees to cover basic

expenses, such as food, housing, and healthcare.

- 2.14 Contract:** This agreement, executed between the County and the Contractor, which includes all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the SOW, Exhibit A.
- 2.15 Contract Administration and Monitoring (CAM):** The contracting division responsible for the monitoring and maintenance of contracts after they have been executed by the Director of DPSS or designee.
- 2.16 Contract Close-out Report:** The last income statement report (final fiscal close-out report), to be submitted in the form and manner designated by the County Contract Administrator, with a deadline to be announced for the Security Guard Services contract, including the reporting of expenses and accruals through the end of the contract term.
- 2.17 Contract Development Division (CDD):** The contracting division responsible for the development of solicitations, procurement by negotiations, Amendments.
- 2.18 Contract Discrepancy Report (CDR):** The report that is issued when the performance of the Contractor is unacceptable, Contractor failed to adhere to the Contract Terms and Conditions, and/or when the number of discrepancies found during contract monitoring exceeds the number of discrepancies allowed by the Acceptable Quality Level.
- 2.19 Contract Year:** The consecutive twelve (12) month period that begins on the effective date of the contract.
- 2.20 Contractor:** The person or persons, sole proprietor, partnership, corporation, or other legal entity who has entered into a contract with the County to perform or execute the work covered by this Contract.
- 2.21 Contractor Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
 - 2.21.1 Contractor Contract Manager Back-up:** The individual designated by the Contractor to fill in for the designated Contractor Contract Manager in the event of his/her absence.
- 2.22 Contractor Project Manager:** The person designated by Contractor who is an employee of the Contractor, assigned to act as a liaison with DPSS, and is responsible for the overall management and coordination of security services for this Contract. The Contractor Project Manager will also perform administrative duties for Contractor, such as time-keeping, payroll support, and Department and County Facility Proprietor interface, at a dedicated

Location, as set forth in Exhibit A-1, SOW Attachment, Attachment 2, Minimum Staffing Plan by Zone.

- 2.23 County:** The County of Los Angeles, a body corporate and politic, and political subdivision of the State of California, and where appropriate herein, “County” refer to Board of Supervisors, the governing body of the County, or any duly authorized management representative as herein defined.
- 2.24 County Contract Administrator (CCA):** Persons with responsibility to oversee the day-to-day administration and activities of this Contract, including, but not limited to, responsibility for inspections of any and all tasks, deliverables, goods, services, invoices, and other work provided by the Contractor.
- 2.24.1 County Contract Administrator Back-up:** The individual designated by the County to fill in for the designated County Contract Administrator in the event of his/her absence.
- 2.25 County Contract Director (CCD):** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the Supervising County Contract Administrator (SCCA).
- 2.26 County Contract Program Monitor (CCPM):** Person with the responsibility of providing direction to the Contractor in the areas of County policy, provide assistance to the County Contract Administrator in overseeing the day-to-day administration of this Contract, monitor and evaluate all tasks, deliverables, goods, and services, and ensure all outcomes are met.
- 2.27 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County’s website <https://lacounty.gov/government/about-la-county/about/>.
- 2.28 Day(s):** Calendar day(s) unless otherwise specified.
- 2.29 Department of Public Social Services (DPSS):** The County of Los Angeles department responsible for providing social and financial services to eligible persons in the County of Los Angeles.
- 2.30 Director:** The Director of DPSS, County of Los Angeles, or designee.
- 2.31 District Director:** Head administrator over DPSS District Office location.
- 2.32 DPSS Security Analyst:** The person who is the main point of contact for the Facility Proprietors for all security related matters and/or requests. Coordinates modification of Security Guard duties with Security partners

and in coordination with the Facility Proprietor.

- 2.33 DPSS Security Coordinator:** The Subject Matter Expert responsible for the coordination of security services for DPSS by collaborating with Facility Proprietors, local law enforcement agencies, and private security guard vendors.
- 2.34 Electronic Post Confirmation System:** The automated check-in system which verifies posts are staffed and alerts a dispatcher when a Security Guard Security Guard Supervisor has not reported for duty. Data from the system is then used to create a Contractor invoice for services.
- 2.35 Facility Discrepancy Report:** Report used as part of the daily security operational requirements by the DPSS Facility Proprietor (FP) to report security related issues which include, but is not limited to, open posts, Security Guard underperformance or unprofessional appearance.
- 2.36 Facility Proprietor:** The County employee or lead administrator responsible for overseeing the daily operations of a facility to ensure a safe, clean, and efficient environment for employees and visitors. Facility Proprietor will be responsible for all decisions concerning security in the facility.
- 2.37 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.38 General Post Order –** Proprietary documents written by the County that clearly outline duties, responsibilities, and expectations of all classifications of all Security personnel in each respective DPSS office, as set forth in Exhibit A, SOW, subparagraph 5.2.5.1, Post Orders: County form.
- 2.39 High Road Jobs:** Employment opportunities that are part of a strategy to ensure equitable accessibility to quality jobs that provide family-sustaining wages, benefits, and long-term career growth, often the direct result from efforts such as High Road Training Partnerships developed under workforce development systems.
- 2.40 High Road Training Partnership:** Create strong, collaborative frameworks that bring together industries, education, training providers, labor groups, and communities to ensure that training models are both responsive to market demands and supportive of job quality, equity, and sustainability.
- 2.41 Living Wage Compliance Forms:** The County forms that are submitted by the Contractor on a monthly basis to comply with Living Wage Ordinance reporting requirements.
- 2.42 Location/Facility:** A County work site or service location such as district offices, facilities, or parking lots where security personnel perform Security Guard related duties at Post.

- 2.43 Maximum Annual Contract Sum:** The total monetary amount that would be payable by the County to the Contractor in any Contract year for providing the required services under this Contract, as specifically set forth on Exhibit C, Contractor's Budget.
- 2.44 Maximum Contract Sum:** The total monetary amount that would be payable by the County to the Contractor for providing the required services under this Contract for the entire term of this Contract, including all extension options, as specifically set forth on Exhibit C, Contractor's Budget.
- 2.45 Monthly Inspection Report (MIR):** The report that the Contractor will provide to the County on a monthly basis to apprise the County of implementation progress, program accomplishments, and statistical data, consistent with Monthly Inspection Report detailed in the Statement of Work, Subsection 8.3.
- 2.46 Nepotism:** Favoritism shown to close relatives and closely related employees, which include father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, husband, wife, child, stepchild, grandfather, grandmother, grandchild, uncle, aunt, cousin, niece, nephew, half-brother, half-sister, stepbrother, stepsister, adoptive child, adoptive parents, foster parents, foster child(ren), registered domestic partners, unregistered domestic partner (e.g., boyfriend/girlfriend, boyfriend/boyfriend, girlfriend/girlfriend living together but not registered), guardianship (e.g., preserver, custodian, ward and/or trustee of any Contractor employee).
- 2.47 Office of Emergency Management (OEM):** DPSS' Emergency Management Section is responsible for coordinating emergency Mitigation, Response and Recovery activities during disasters affecting Los Angeles County. OEM is also the section responsible for developing and maintaining internal emergency plans.
- 2.48 Office of Employee Safety, Security, and Emergency Management (OESSEM):** Section responsible for employee safety, security and emergency services for DPSS. OESSEM serves as the department liaison/coordinator of Security services.
- 2.49 Open Post:** Any Post left unmanned for any period of time, including breaks and meal periods.
- 2.50 Performance Outcome Measure:** The outcomes that are used to measure Contract performance. Performance Outcome Measures are the intended result that will occur from carrying out the service that is being contracted.
- 2.51 Performance Requirements Summary (PRS):** A document furnished by the County that identifies and summarizes elements of this Contract that the

County will be evaluating to ensure that Contractor performance standards are met by the Contractor.

- 2.52 Post:** A Security Guard assignment within a Location/Facility.
- 2.53 Quality Assurance Plan:** All necessary measures taken by County to assure that the quality of services will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.
- 2.54 Quality Control:** All necessary measures taken by Contractor to assure that the quality of services will meet Contract requirements.
- 2.55 Sample Size:** The number of units or services to be checked in a given time period.
- 2.56 Sector:** The geographical area that encompasses specific Zones where Security Guard Services will be provided.
- 2.57 Security Guard Daily Activity Report:** A Contractor form used by Security Guards to log events throughout the day at their assigned Location.
- 2.58 Security Guard Sign In/Out Sheet:** A Contractor form used by Security Guards to sign in and out of their County assignment on a daily basis.
- 2.59 Security Incident Report (SIR):** A form used to report security incidents as set forth in Exhibit A, SOW, subparagraph 5.2.5.2.
- 2.60 Security Services:** Security services are provided in the specific Locations identified in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, by the following Security classifications that may include, but not limited to the following:
 - 2.60.1 Armed Protection Security Officer (PSO):** A security professional who has experience beyond the standard security guard duties, often with specialized training, experience, and a focus on high-risk or critical environments, and who is dedicated to providing top-tier security.
 - 2.60.2 Armed Protection Security Officer (PSO) Supervisor:** A person designated by the Contractor that is an employee of the Contractor and that is assigned to perform supervisory duties to Security Guards and Armed PSOs.
 - 2.60.3 Armed Security Guard (Security Guard):** A security professional designated by the Contractor that is an employee of the Contractor and that is assigned to perform the Security Guard duties as set forth in Exhibit A, SOW, Subsection 7.3, Security Guard Duties,

Restrictions, and Obligations.

- 2.60.4 Armed Security Guard Supervisor (Security Guard Supervisor):** A person designated by the Contractor that is an employee of the Contractor and that is assigned to perform supervisory duties as set forth in Exhibit A, SOW, Subsection 7.4, Armed Security Guard Supervisor Duties, and elsewhere.
- 2.60.5 Lead Supervisor:** Oversees, instructs, and coordinates the activities of Armed PSO Supervisors and Security Guards at multiple sites. Monitors and coordinates shift activities according to schedule requirements and staff availability. Establishes and coordinates work schedules and post coverage. Makes necessary changes to schedules in the event of unexpected absences.
- 2.60.6 Rover Guard:** A security patrol officer who monitors various areas of the building and provides relief to stationed security guards.
- 2.60.7 Unarmed Security Guard:** A security professional that provides security services without carrying a firearm, but is equipped with other non-lethal weapons, such as a baton or pepper spray. Examples of the duties may include, but are not limited to, observing security cameras and alarms to detect potential threats or incidents, verifying and controlling access to restricted areas, providing assistance and information to customers or visitors, managing crowds in busy areas, and documenting incidents and other relevant information.
- 2.61 Standard:** A minimum requirement set by the County for the Contractor to perform a service or activity.
- 2.62 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.63 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.64 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.65 Supervising County Contract Administrator (SCCA):** Person designated by the County to supervise the contract-related work of the CCA, briefly defined in subsection 2.23.

- 2.66 Training Compliance Report:** A Contractor form developed as specified in Exhibit A, SOW, paragraph 8.8.1, Training Tracker, Training Compliance Report, and Notification of Required County Training, to document all required training requirements and status.
- 2.67 Transition Period:** The period before the expiration of the current Contract and the beginning of any future contract. The transition period will be used to provide training to contracted staff.
- 2.68 Zone:** DPSS' six (6) operational areas of service for this Contract.

3.0 WORK

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

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will be three (3) years and one (1) month, commencing from November 1, 2026, or on the first of the month following a 30-day period after Board approval, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods for a maximum total contract term not to exceed five (5) years. Each such extension option may be exercised at the sole discretion of the Director of DPSS or designee as authorized by the Board.
- 4.3** The County maintains databases that tracks/monitors Contractor performance history. Information entered into the databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4** The Contractor must notify DPSS when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to DPSS at the address herein provided in Exhibit D, County's Administration.

4.5 Completion of Contract

Thirty (30) calendar days prior to expiration of this Contract (or shorter time period as determined by County), the Contractor must allow the County or newly selected Contractor a transition period for orientation purposes and the orderly transition of the Contractor's current operation without additional costs to the County. The Contractor will continue to process work timely/accurately so that the operation is current at expiration of the Contract. If the Contractor fails to adhere to the above work and standards, the County will have the right to withhold 50 percent to 100 percent of the last two (2) months' payments as liquidated damages.

5.0 CONTRACT SUM

5.1 The Contract sum under this contract will be the total maximum monetary amount payable by the County to the Contractor for performing all tasks, deliverables, goods, services, and any other work required under this Contract. The Contractor will provide services at the rates set forth on Exhibit B, Pricing Schedule. Such rates will be firm and fixed for the term of the Contract and the option years. Contract amounts are contingent upon the availability of funding.

5.1.1 The maximum sum for the transition month will not exceed the amount below:

11/1/2026 – 11/30/2026: \$ 486,488.88

5.1.2 Each Contract Year of the three-year contract term, not including the transition month identified in 5.1.1, is subject to the following maximum amounts:

12/1/2026 – 11/30/2027: \$ 6,840,903.12

12/1/2027 – 11/30/2028: \$ 7,045,773.00

12/1/2028 – 11/30/2029: \$ 7,257,014.64

5.1.3 Should the contract be extended, the maximum annual Contract sum for each of the option years will be:

Option Year 1:

12/1/2029 – 11/30/2030: \$ 7,474,604.52

Option Year 2:

12/1/2030 – 11/30/2031: \$7,698,624.40

5.1.4 DPSS may increase the total contract amount by up to 20%, as

approved by the Board. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to DPSS at the address herein provided in Exhibit D, County's Administration.

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

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

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County electronically, using the County's Billing Processing System and providing all required supporting documentation, only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, SOW, and elsewhere hereunder. The Contractor must prepare invoices which will include the charges owed to the Contractor by the County under the terms of this Contract. Contractor must provide hard copies of Invoice and supporting documentation upon

request by County.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B, Pricing Schedule. Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.3 The Contractor's invoices must contain the information set forth in Exhibit A, SOW, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. Contractor invoices and supporting documentation should list the information listed below:

- a. Contractor name and address;
- b. Contract number;
- c. Invoice number and date;
- d. Start and end date of billing cycle;
- e. Location/Facility name and address;
- f. Payment terms;
- g. Unit price extended and totaled;
- h. Quantity/hours delivered by location and date;
- i. Employee hours, beginning and end; and
- j. Employee name and identification.

5.5.4 The Contractor must submit their monthly invoices to the County through the County's Billing Processing System by the 15th calendar day of the month following the month of service. If the 15th falls on a weekend or holiday, the invoice will be due the next business day. No invoice will be approved for payment unless required supporting documentation and the following exhibits to this contract are completed and included with the monthly invoice:

- Exhibit H (Payroll Statement of Compliance)
- Exhibit A-1, SOW Attachment 7 (Living Wage Staffing Plan)

The invoices must be sent to the County Contract Administrator listed in Exhibit D, County's Administration.

5.5.5 The County may delay the last payment due hereunder until six months after the termination of the Contract. The Contractor will be liable for payment within thirty (30) days of written notice of any offset authorized by the Contract not deducted from any payment made by the County to the Contractor.

5.5.6 Prior to receiving final payment hereunder, the Contractor will submit a signed, written release discharging the County, its officers and employees, from all liabilities, obligations, and claims arising out of or under the Contract, except for any claims specifically described in detail in such release.

5.5.7 The County will not be liable for billings submitted one year or more after any services rendered under this Contract.

5.5.8 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County Contract Administrator prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld. The County will make reasonable efforts to process invoices within 30 calendar days. The 30-day invoice processing period will commence upon the County's receipt of a complete and properly documented invoice to the satisfaction of the County. Notwithstanding, Contractor acknowledges and agrees that the initial invoice processing may include disallowances if the submission lacks appropriate supporting documentation or is otherwise unsupported.

5.5.9 The Contractor will be required to complete an electronic signature validation process in order to submit all invoices and back-up information electronically in the Contract Billing Processing System. Prior to invoice submission, the Contract Billing Processing System user must comply with the electronic signature procedure. The Contractor will also be required to submit a hard copy, original signature page of the monthly invoice as requested by the County.

5.5.10 Payment for Court Appearances and/or County Investigations

5.5.10.1 Security Guards and Security Guard Supervisors may be required to appear in court or make statements to investigators regarding job-related incidents. In the event that the Security Guard or Security Guard Supervisor is called upon as a witness for a job-related incident, the County will reimburse the Contractor (as set forth in this paragraph 5.5.10 and Subsection 5.4, Court Appearances and/or County Investigations of

Exhibit A, Statement of Work), for court appearances or investigation interviews, based on review and approval by County Contract Administrator.

5.5.10.2 The County will pay up to eight (8) hours per day of straight time for each summoned Security Guard or Security Guard Supervisor when a court appearance or investigation interview is required. If the court appearance or investigation interview occurs during Security Guard or Security Guard Supervisor's normal work shift, the Contractor must provide back-up coverage which will be reimbursed at straight time.

5.5.10.3 The Contractor will list court appearances and/or investigation interviews as a separate line item on Contractor's invoice, and must attach supporting documentation, such as copy of the police report, Security Incident Report (as specified in Subsection 5.4, Court Appearances and/or County Investigation and Section 8.0, Reporting Requirements of Exhibit A, Statement of Work), subpoena, and/or written request for appearance. County Contract Administrator will have the discretion to approve or deny invoice payment request based upon the documentation presented.

5.5.11 The Contractor may request a copy of the County's monthly invoice reconciliation report. The County's monthly invoice reconciliation report outlines changes and deductions to the Contractor's invoice. The Contractor's negotiation of a County-issued check for payment evidences the Contractor's Agreement with the County's changes and deductions to the Contractor's invoice.

5.5.12 No Out-of-Pocket Expenses

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

5.5.13 Contractor Responsibility: The Contractor is responsible for the accuracy of the invoices submitted to the County. Further, it is the responsibility of the Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoice submitted by Contractor.

5.5.14 County's Right to Withhold: In addition to any rights of the County provided in this Contract, or at law or in equity, County may, upon

notice to the Contractor, withhold payment for any work while Contractor is in default hereunder, or at any time that Contractor has provided County approved work.

5.5.15 Preference Program Enterprises – Prompt Payment Program

Certified Preference Program Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

5.6 Unresolved Disallowed Costs

Contractor must not invoice the County for disallowed costs under the Contract. Correspondingly, the Contractor must not have unresolved disallowed costs in excess of One Hundred Thousand Dollars (\$100,000) that have been confirmed as disallowed costs by the contracting County department and remain unpaid for a period of six (6) months or more from the date of an Auditor-Controller (A-C) Report. Unless such disallowed costs are the subject of current good faith negotiations, as determined in the sole discretion of the County, non-compliance by Contractor regarding this provision will constitute a material breach of Contract and may result in termination for default, in addition to any other remedies available to the County. Further, if Contractor has been determined to have unresolved disallowed costs in excess of \$100,000 for longer than six months since the date of the A-C Report, they will be disqualified from future County solicitations unless such disallowed costs are the subject of good faith negotiations to resolve the disallowed costs, in the sole opinion of the County, or have been resolved.

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

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

5.7.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and

comply with all accounting, record keeping, and tax reporting requirements.

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

5.7.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

A listing of all County Administration referenced in the following subsections are designated in Exhibit D, County's Administration. The County will notify the Contractor in writing of any changes in the names or addresses shown.

6.2 County Contract Director (CCD)

The County will designate one person who will have the authority to act as the CCD on all matters pertaining to this Contract. Responsibilities of the CCD or alternate include:

6.2.1 Ensuring that the objectives of this Contract are met;

6.2.2 Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the Supervising County Contract Administrator, who is described in Subsection 6.3 below; and

6.2.3 Negotiating with Contractor changes in service requirements pursuant to Section 8.0, Standard Terms and Conditions, Subsection 8.1, Amendments and Change Notices.

In no event will the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 Supervising County Contract Administrator (SCCA)

The County will designate one person who will have the authority to act as the SCCA on all matters pertaining to this Contract. Responsibilities of the SCCA or alternate include:

- 6.3.1** Overseeing the overall management and coordination of the operations of this Contract; and
- 6.3.2** Providing direction to the Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Administrator, who is described in Subsection 6.4 below.

In no event will the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.4 County Contract Administrator (CCA)

The County will designate one person who will have the authority to act as the CCA on all matters pertaining to this Contract. County will notify the Contractor in writing within five (5) business days of any change in the name or address of the CCA. Responsibilities of the CCA or alternate include:

- 6.4.1** Overseeing the day-to-day administration of this Contract;
- 6.4.2** Providing direction to the Contractor in the areas relating to the contract, information, invoicing, and procedural requirements; and
- 6.4.3** Preparing Contract Discrepancy Reports;
- 6.4.4** Ensuring compliance with provisions under this contract; and
- 6.4.5** Meeting with the Contractor's Contract Manager on an as needed basis.

In no event will the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.5 DPSS Security Coordinator

County will designate one person who will have the authority to act as the DPSS Security Coordinator on all operational matters of the Contract. The responsibilities of the DPSS Security Coordinator or alternate include:

- 6.5.1** Coordinating security services for the Department;
- 6.5.2** Working with the CCA to ensure compliance with provisions under this contract; and
- 6.5.3** Meeting with the Contractor's Project Manager on a regular basis.

In no event will the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.6 County Contract Program Monitor (CCPM)

County will designate staff that will have the authority to act as CCPM. Responsibilities of the CCPM include:

- 6.6.1** Providing assistance to the CCA in overseeing the day-to-day administration of this Contract;
- 6.6.2** Monitoring and evaluating Contractor's performance in providing appropriate services as specified in the Contract; and
- 6.6.3** Monitoring Contractor for contractual compliance and preparing monitoring reports for the Contract.

In no event will the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following subsections is designated in Exhibit E, Contractor's Administration. The Contractor will notify the County Contract Administrator in writing, within two business days of any change in the name, address and telephone number of any of the Contractor's Authorized Officials designated in Exhibit E, Contractor's Administration.

7.2 Contractor Project Manager

7.2.1 The Contractor Project Manager is designated in Exhibit E, Contractor's Administration. The Contractor must notify the County in writing of any change in the name or address of the Contractor Project Manager.

7.2.2 The Contractor Project Manager will be responsible for the supervision and administrative duties for the Contractor, such as time-keeping, personnel and payroll support. The Contractor Project Manager will also interface with the DPSS Security Coordinator, County Contract Administrator, District Director, and Facility Proprietors.

7.3 Lead Supervisor

7.3.1 The Lead Supervisors are designated on Exhibit E, Contractor's Administration. The Contractor must notify the County in writing of any change in names or addresses of each Lead Supervisor.

7.3.2 The Lead Supervisors will assist in the development of short-term

and long-term security strategies that align with DPSS' security objectives, and in the development and implementation of comprehensive incident responses plans and other responsibilities outlined in Exhibit A, SOW, Section 6.0, Contractors Responsibilities, paragraph 6.1.3, Lead Supervisors.

7.4 Contractor's Contract Manager

7.4.1 The Contractor's Contract Manager is designated in Exhibit E, Contractor's Administration. The Contractor will notify the County in writing of any change in the name or address of the Contractor's Contract Manager.

7.4.2 Contractor's Contract Manager and alternate/backup who will act as the primary liaison with DPSS and be responsible for overall management and coordination of this Contract must have experience and qualifications outlined in Exhibit A, SOW, paragraph 6.3.4, Experience Requirements, subparagraph 6.3.4.3, Contractor Contract Manager.

7.4.3 Contractor's Contract Manager or alternate/backup will be responsible for Contractor's day-to-day activities as related to this Contract and will coordinate with CCA on a regular basis.

7.4.4 The Contractor's Contract Manager and backup will be identified in writing prior to this Contract award and at any time thereafter as change of Contractor's Contract Manager or backup is made. Specifically, the Contractor's Contract Manager, or his/her backup, will:

- Have full authority to act for the Contractor on all matters relating to the daily operation of this Contract.
- Be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except on County holidays.
- Be able to read, write, speak and understand English fluently.

7.5 Approval of Contractor's Staff

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

7.6 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge, identifying employee

by name and company.

7.7 Background and Security Investigations

- 7.7.1** Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.
- 7.7.2** If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.7.3** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.7.4** These terms will also apply to subcontractors of County contractors.
- 7.7.5** Disqualification of any member of Contractor's staff pursuant to this Subsection 7.7 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.8 Confidentiality

- 7.8.1** The Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.8.2** The Contractor must indemnify, defend, and hold harmless the

County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Subsection 7.8, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Subsection 7.8 will be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to seek reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

- 7.8.3** The Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.8.4** The Contractor must sign and adhere to the provisions of Exhibit F-1, Contractor Acknowledgement and Confidentiality Agreement.
- 7.8.5** Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F-2, Contractor Employee Acknowledgment and Confidentiality Agreement. Additionally, Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F-3, Contractor Non-Employee Acknowledgment and Confidentiality Agreement.
- 7.8.6** With respect to any confidential information obtained by Contractor pursuant to the Contract, Contractor will: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Contract; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Contract, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Contract,

return all such records and information to County or maintain such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

7.8.7 Without limiting the generality of Subsection 7.8 of this Contract, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity for disclosure of any such details, Contractor will immediately notify the DPSS Security Coordinator. Thereafter, Contractor will comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor will delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County must have been given a reasonable opportunity to obtain such relief.

7.8.8 Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Contract Administrator as proprietary or confidential, and must be plainly and prominently marked by Contractor as “proprietary” or “confidential.” County will undertake reasonable efforts to maintain the confidentiality of materials marked by Contractor as “proprietary” or “confidential.” Notwithstanding any other provision of this Contract. County will not be obligated in any way under this Contract for:

1. Any of Contractor’s proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;
2. Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
3. Any materials indicating the volume, frequency and type of goods and services provided by Contractor.

7.9 Nepotism

7.9.1 Contractor will prevent Nepotism by ensuring that employees who are close relatives are not assigned within the same organization unit having the same immediate supervisor, nor will they be assigned to positions of interlocking trust in the handling of negotiable documents or control of security systems. Also, employees will not supervise, nor be supervised by, a closely

related immediate supervisor or higher-level supervisor or manager. Any employee who is in the same organizational unit having the same immediate supervisor with a close relative, or who is supervised by, or supervises a close relative, must fill out Contract, Exhibit P, and report, in writing, that situation to County Contract Administrator listed in Contract, Exhibit D, within fifteen (15) days from start date of this Contract.

- 7.9.2** For new hires, the Nepotism Policy Statement of Understanding, Contract, Exhibit P, will be completed during the hiring process. The original copy of this form will be kept in the employee's Office Personnel File. All Contractor employees are required to adhere to this policy.
- 7.9.3** County reserves the right to request that employees in a nepotism situation, or employees who fail to properly disclose a nepotism situation, be removed from performing services under this Contract.

7.10 Other Contractor Personnel

- 7.10.1** Contractor must Identify, under sworn statement, all Contractor employees who are receiving public assistance and ensure that any employee receiving public assistance has met his/her reporting responsibility to the County and has no access to County and Contractor records of any friends, relatives, business relations, personal acquaintance, tenants, or any individual whose relationship could reasonably sway his/her conduct or performance on the job. Access includes, but not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents.
- 7.10.2** Contractor will be responsible for removing and replacing, within twenty-four hours, any Contractor employee performing services under this Contract and ensuring that such individual's duties are satisfactorily performed until a replacement can be arranged, when reasonably requested to do so by the County.
- 7.10.3** Contractor must furnish supervisory, administrative, and direct services personnel to accomplish all work required by this Contract.
- 7.10.4** Contractor will provide bilingual, culturally sensitive staff for all public contract positions.
- 7.10.5** Contractor will have an active recruitment program that will ensure staff turnover is prompt.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

The County reserves the right to change any portion of the work required under the Contract or amend such other terms and conditions which may become necessary. Any such revision will be accomplished in the following manner:

- 8.1.1** The County reserves the right to initiate Change Notices that do not materially affect the scope of work, term, Contract amount, payments, or any other material term or condition included under this Contract. A Change Notice will be prepared and signed by the County Contract Director and the Contractor.
- 8.1.2** For any changes which materially affect the scope of work, contract term, contract sum, payments, or any term and condition included in the Contract, a negotiated amendment to the Contract must be prepared and executed by Contractor and the Director of DPSS or designee.
- 8.1.3** The County's Board or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or CEO. To implement such changes, an Amendment to the Contract must be prepared by the County and executed by the Contractor and the County.
- 8.1.4** The Director of DPSS or designee, may at their sole discretion, authorize extensions of time as defined in Section 4.0, Term of Contract. The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the contractor and by the Director of DPSS or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2** The Contractor must not assign exchange, transfer or delegate its

rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the 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, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

8.5.1 The Contractor must develop, and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within ten (10) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.

8.5.2.3 If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.

8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.

8.5.2.5 The Contractor must preliminarily investigate all complaints and notify the County Contract Administrator of the status of the investigation within five (5) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines, as referenced in Exhibit A, Statement of Work, Section 3.0, Quality Control, Subsection 3.6, Contract Discrepancy Report.

8.5.2.7 Copies of all written responses must be sent to the County Contract Administrator within three (3) business days of mailing to the complainant.

- 8.5.2.8** The Contractor must maintain a complaint log of all complaints received from Security Guards and Security Guards Supervisors, members of the public, and/or County personnel.
- 8.5.2.9** The complaint log will contain the date of receipt of the complaint, name of the complainant, nature of the complaint, time and action taken or reason for inaction. An updated copy of the complaint log will be made available to DPSS Security Coordinator and a copy to the County Contract Administrator.
- 8.5.2.10** Complaints relating to employee appearance, attitude, or work performance will be recorded in the complaint log pursuant to 8.5.2.9 above, and an immediate notification must be made to DPSS Security Coordinator and a copy to the County Contract Administrator.

8.5.3 Civil Rights Complaints

Contractor will follow steps outlined in the Civil Rights Complaint Flowchart Process for Contractors. Contractor must provide complaining party with a PA 607, Complaint of Discriminatory Treatment Form or the GEN 1179, Complaint of Discrimination Form, in the participants' designated/preferred language and request DPSS staff to assist the participant with completing the form if requested. Complainant may also file a complaint by completing a written statement or by calling the Civil Rights Complaint Hotline at (562) 908-8501. Contractor must ensure that all complaints of discriminatory treatment, including alleged ADA violations, are listed/maintained on an internal complaint log. Contractor must designate a Contractor Contract Manager to act as a Civil Rights Liaison between Contractor and the County Contract Administrator. The Contractor Contract Manager/Civil Rights Liaison must forward all PA 607s and GEN 1179s received to the County Contract Administrator within two (2) business days. County Contract Administrator will immediately forward written statements and forms received to the DPSS Civil Rights Section for investigation. Contractor Contract Manager/Civil Rights Liaison must not attempt to investigate Civil Rights complaints. Investigations are handled by the Civil Rights Section.

8.6 Compliance with Applicable Laws

- 8.6.1** In the performance of this Contract, Contractor must comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are

hereby incorporated herein by reference. These must include, but are not limited to:

1. Federal Civil Rights Act of 1964 Title VI and VII (as amended);
2. Rehabilitation Act of 1973 (as amended);
3. Age Discrimination Act of 1975;
4. Food Stamp Act of 1977 (as amended);
5. Americans with Disability Act of 1990 (as amended)
6. California Welfare & Institutions Code (WIC);
7. California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP);
8. CDSS Operations Manual;
9. Social Security Act;
10. State Energy and Efficiency Plan (Title 24, California Administrative Code);
11. Clean Air Act (42 U.S.C. 7401-7671q);
12. Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
13. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15);
14. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}; and
15. Various State regulations and releases listed on several attached Exhibits.

- 8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its

sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Title VI and Title VII of the Federal Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; the Food Stamp Act of 1977, as amended; the ADA of 1990, as amended; WIC Section 10000; CDSS MPP, Division 21; and other applicable federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement, Contractor will not discriminate on the basis of race, color, ancestry, national origin (including language), ethnic group identification, political affiliation, citizenship, immigration status, religion, marital status, domestic partnership, age, physical or mental disability, medical condition, sex, gender, gender identity or expression, sexual orientation, and genetic information, or retaliate against an individual engaging in a protected activity, such as filing a complaint, complaint, testifying or participating in any manner in any investigation, proceeding, or hearing, and in compliance with all anti-discrimination laws of the United States of America and the State of California.

8.7.1 In addition, Contractor must abide by the provisions contained in the current DPSS Civil Rights Training Handbook, which was developed in compliance with the Civil Rights Resolution Agreement (RA) between DPSS and the Federal Office for Civil Rights, Department of Health and Human Services (DHHS). The Civil Rights Training Handbook incorporates the Civil Rights requirements of the RA along with all other mandated federal and State requirements that must be adhered to by DPSS and its Contractors.

8.7.2 Contractors must ensure that public contact staff attend mandatory Civil Rights Training every two years and ADA Title II training every year, and Language Access Services one-time Training. Contractor

must retain training verifications, both past and current, in the employee's administrative file and provide them to the CCA upon request. If the Contractor does not have an established Civil Rights training or ADA Title II training, or Language access Services Training, Contractor staff will be required to attend DPSS provided Civil Rights training. Contractor should contact the County Contract Administrator to coordinate said trainings.

8.7.3 If Contractor chooses to provide the required Civil Rights and/or ADA Title II, and/or Language Access Services training to their staff through their own internal training program, the curricula and training materials must be approved in writing by DPSS. If at any time the DPSS determines that the Contractor-provided training is insufficient and/or is not achieving the desired level of understanding, the County reserves the right to require the Contractor to revise their training curricula and materials or have Contractor staff to complete DPSS provided training in a manner agreed upon by DPSS and the Contractor.

8.7.4 When customer language is a communication barrier, contractor must request assistance by available DPSS staff. When a customer discloses a disability or disability related needs represent admission challenges, contractor must request DPSS Office assistance by available DPSS staff.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the 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 the

Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

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

8.8.2.4 Contractor's violation of this paragraph of the Contract

may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

8.9.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or Who are on a County Re-Employment List

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

8.11 Consideration of Hiring Greater Avenues for Independence (GAIN)/Skills and Training to Achieve Readiness for Tomorrow (START) Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give

consideration for any such employment openings to participants in the County's DPSS GAIN Program or START Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must 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.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

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

8.12.4 Contractor Hearing Board

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

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

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

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

in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor must notify and provide to its employees, and will 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 information on where and how to safely surrender a baby. Additionally, the Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "[Safely Surrendered Baby Law Poster](#)" (available in [English](#)/ [Spanish](#)/ [Chinese](#)/ [Korean](#)) in a prominent position at the Contractor's place of business. The Contractor will also

encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

The Contractor, and its subcontractor(s), can access posters and other program material at babysafela.org.

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

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

8.14.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain 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 will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor.

Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

8.17 Employment Eligibility Verification

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

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

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subsection 8.1, Amendments and Change Notices, and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above but specifically excluding any incidents where security is needed to protect the public from imminent danger of injury or damage to property or to enforce evacuations and curfews, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes

regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

8.22 Independent Contractor Status

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

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

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

8.22.4 The Contractor must adhere to the provisions stated in Subsection 7.8, Confidentiality.

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and

maintain at its own expense insurance coverage satisfying the requirements specified in Subsection 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2** Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor insurance policies at any time.
- 8.24.2.3** Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4** Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements must be sent to the County Contract Administrator listed in Exhibit D.

8.24.2.6 Contractor also must 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 must 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 Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide the County with, or Contractor's insurance policies must contain a provision that County will 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 must be provided to the 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 the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance must be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

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

8.25.4 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$1 million per claim and \$1 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.5 Professional Liability/Law Enforcement Liability:

Insurance covering Contractor's liability arising from or related to law enforcement activities that include acts of false arrest, excessive force, violation of civil rights and invasion of privacy, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than two years following this Agreement's expiration, termination, or cancellation.

8.26 Liquidated Damages

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

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages can be up to one hundred dollars (\$100) per day per infraction, or as specified in Exhibit A-1, SOW Attachment 5, Performance Requirements Summary [PRS], Chart of this Contract, hereunder, and that the contractor will be liable to the County for liquidated damages in said amount. Said amount may be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor

from the County, as determined by the County.

- 8.26.3** The action noted in paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract. Prior to any such adjustment being made or any liquidated damages (including those set in Exhibit A-1, SOW Attachment 5) being assessed, the County will follow the FDR/CDR process set forth in Exhibit A, Section 3.6.
- 8.26.4** This paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin (including language), sex, age, physical or mental disability, marital status, domestic partnership, ethnic group identification, citizenship, immigration status, medical condition, gender, gender identity or expression, sexual orientation, genetic information, and political affiliation, and will not be retaliated against for engaging in a protected activity, such as filing a complaint, complaint, testifying or participating in any manner in any investigation, proceeding, or hearing, in compliance with all applicable federal and State anti-discrimination laws and regulations.
- 8.28.2** Contractor certifies to the County each of the following:
- 8.28.2.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - 8.28.2.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

- 8.28.2.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.28.2.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3** The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin (including language), sex, age, physical or mental disability, marital status, domestic partnership, ethnic group identification, citizenship, immigration status, medical condition, gender, gender identity or expression, sexual orientation, genetic information, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin (including language), sex, age, physical or mental disability, marital status, domestic partnership, ethnic group identification, citizenship, immigration status, medical condition, gender, gender identity or expression, sexual orientation, genetic information, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, domestic partnership, ethnic group identification, citizenship, immigration status, medical condition, gender, gender identity or expression, sexual orientation, genetic information, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Subsection 8.28, Nondiscrimination and Affirmative Action, have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Civil Rights Department or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

The Contractor must bring to the attention of the County's Contract Administrator and/or Supervising County's Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator or Supervising County's Contract Administrator is not able to resolve the dispute, the Director, or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Intentionally Omitted

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subsection 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records except for those documents determined to be non-disclosable or exempt pursuant to California Government Code sections 7921.000 et seq. and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

“trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 Publicity

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

8.37.1.1 The Contractor must develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Contract Administrator.

8.37.1.3 In no event will Contractor use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Subsection 8.37, Publicity, will apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and

information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s). Failure on the part of the Contractor to comply with any of the provisions of this Subsection 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract

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

8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the

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

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

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

- A description of the work to be performed by the subcontractor.
- A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the County.

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

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

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

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

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

8.40.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to the County Contract Administrator listed on Exhibit E, County's Administration.

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

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

grounds upon which the County may terminate this Contract pursuant to Subsection 8.43, Termination for Default, and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effectuated by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must stop work under this Contract on the date and to the extent specified in such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Subsection 8.38, Record Retention and Inspection-Audit Settlement.

8.43 Termination for Default

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

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem

appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Subsection 8.43, Termination for Default, it is determined by the County that the Contractor was not in default under the provisions of Subsection 8.43, Termination for Default, or that the default was excusable under the provisions of paragraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Subsection 8.42, Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this Subsection 8.43, Termination for Default will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any

County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

8.45 Termination for Insolvency

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

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

8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or

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

8.45.2 The rights and remedies of the County provided in this Subsection 8.45, Termination for Insolvency, will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Subsection 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

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

8.50.2 For breach of this warranty, the County will have the right to

terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

8.51.1 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.

8.51.2 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 Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

Failure of Contractor to maintain compliance with the requirements set forth in Subsection 8.51, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [County Code Chapter 2.206](#).

8.53 Time Off for Voting

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

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

8.54.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from

engaging in human trafficking.

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

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

8.55 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code [Section 12952](#), the California Code of Regulations [Section 11017.1](#), and County Code [Chapter 8.300 \(Fair Chance Ordinance for Employers\)](#). Contractor, and its subcontractor(s), can access fair chance employment resources, including a Fair Chance [Fact Sheet](#) and Workplace Posters ([English/Spanish](#)), and other program material at <https://dcba.lacounty.gov/fairchance/>. Additional compliance resources, including an [Employer Toolkit](#) (Fair Chance Hiring: An Employer's Guide to Hiring System-Impacted Individuals), can be accessed at <https://opportunity.lacounty.gov/fair-chance-hiring-campaign/>.

Contractor's violation of this subsection of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, issue administrative penalties and/or seek additional remedies as provided within [Section 8.300.100](#) of the Fair Chance Ordinance for Employers, and/or terminate the Contract.

8.56 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors, acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees, or its subcontractors to uphold the County's expectations of a workplace free from harassment and

discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.57 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.58 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

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

9.1.2 Payment of Living Wage Rates

9.1.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the contractor is not an "Employer" as defined under the Program ([Section 2.201.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Living Wage Program ([Section 2.201.090 of the County Code](#)), the Contractor must pay its employees no less than the applicable hourly living wage rate for the employees'

services provided to the County, including, without limitation, "Travel Time" as defined below.

- 9.1.2.2** For purposes of this paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor 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 the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of 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 the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- 9.1.2.3** If the Contractor is required to pay a living wage when the Contract commences, the Contractor must continue to pay a living wage for the entire term of the Contract, including any option period.
- 9.1.2.4** If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor must immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor 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 Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the contractor continues to qualify for the exception to the

Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

- 9.1.2.5** For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, "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 Contract, Travel Time will mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor must submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports must list all of the 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 forms provided in Exhibit H, Payroll Statement of Compliance, or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor must promptly provide such information. The 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.

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

During the term of the Contract, if the Contractor becomes aware

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

Additionally, Contractor must, within thirty (30) days of the entry of the judgment, provide written notice to the County of any unsatisfied final judgment against Contractor for non-payment of wages arising out of Contractor’s operations performed under the Contract with the County, as required by California Labor Code Section [238.5](#).

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours’ written notice, the County may audit, at the Contractor’s place of business, any of the Contractor’s records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of five (5) years from the date of final payment under the Contract. Authorized agents of the County must have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports.

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

a. Withholding of Payment

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

b. Liquidated Damages

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

c. Termination

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

2. Remedies for Payment of Less Than the Required Living Wage.

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

a. Withholding Payment

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

b. Liquidated Damages

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

liquidated damages from any payments otherwise due the Contractor.

c. Termination

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

3. Debarment

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

9.1.8 Use of Full-Time Employees

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

9.1.9 Contractor Retaliation Prohibited

The 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 a violation of the Living Wage Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights

1. The Contractor must offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this Contract, 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 Contract.
2. The 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 a Contractor.
3. The Contractor will not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor’s other employees.

9.1.12 Neutrality in Labor Relations

The Contractor must not use any consideration received under the Contract to hinder, or to further, organization of, or collective

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

9.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions (45 C.F.R. Part 76)

9.2.1 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.

9.2.2 By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any principals be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

9.3 Child/Elder Abuse/Fraud Reporting

9.3.1 Contractor and County staff working under the terms of this Contract must comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and must report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports will be made by telephone immediately to the Department of Children and Family Services (DCFS) hotline at (800) 540-4000 within 24 hours and must submit all required information, in accordance with the PC Code Sections 11166 and 11167.

9.3.2 Contractor and County staff working on this Contract must comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and must report all known or suspected instances of physical or mental/emotional abuse of elders and dependent adults either to the appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Elder abuse reports will be made by telephone immediately to the Workforce Development, Aging and Community

Services (WDACS) hotline at (888) 202-4248 within 24 hours and must submit all required information, in accordance with the WIC Sections 15630, 15633, 15633.5.

- 9.3.3** Contractor and County staff working under the terms of this Contract must also immediately report all suspected or actual welfare fraud situations to the County via the 24 hours Central DPSS Fraud Reporting Line (800) 349-9970, or the Employee Fraud Hotline (800) 544-6861, or California State Fund Hotline (800) 822-6222.

9.4 Collective Bargaining Contract

- 9.4.1** To comply with California Department of Social Services Regulations (CDSS), Operations Manual Section 23-610 (c) (22), the Contractor agrees to provide to the County, upon request, a copy of any collective bargaining Contract covering employees providing services under the Contract.

9.5 Compliance with Auditor Controller Contract Accounting and Administration Handbook

- 9.5.1** The Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook is incorporated herein by reference and available at:

[AC Contract Accounting and Administration Handbook - Revised July 2025](#)

Contractor must comply at a minimum with the requirements set forth in the Contract Accounting and Administration Handbook.

9.6 Contractor's Charitable Activities Compliance

The County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law, including the "Nonprofit Integrity Act of 2004", as approved and codified in California Government Code, [Sections 12580-12599.10](#), in order to protect the County and its taxpayers. The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#)).

9.7 Data Destruction

- 9.7.1** Contractor(s) that have maintained, processed, or stored the

County of Los Angeles' ("County") data and/or information, implied or expressed, have 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-800-88Rev.%201>

- 9.7.2** 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 the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.
- 9.7.3** Vendor 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 NIST Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor 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 destroyed and is unusable, unreadable, and/or undecipherable.

9.8 Fiscal Accountability

9.8.1 Fiscal Policies/Procedures

The Contractor will be required to adhere to strict fiscal and accounting standards and must comply with Title 2 of the Code of Federal Regulations Part 200 (2 CFR 200 et seq.) and related OMB Guidance.

9.9 Government Observations

- 9.9.1** Contractor will permit all authorized federal, State, County and/or research personnel, in addition to departmental contracting staff, to observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with Contractor performance.

9.10 Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)

- 9.10.1** Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.10.2** Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.10.3** Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor’s or its officers’, employees’, or agents’, access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.11 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 (IIPP) that addresses hazards pertaining to the particular workplace covered by the program. Contractor must provide a copy of the IIPP to the County Contract Administrator within 10 days of commencement of services.

9.12 Ownership of Materials, Software and Copyright

- 9.12.1** County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and

tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.12.2 During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.12.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County Contract Administrator as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.12.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.12.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under paragraph 9.12.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by paragraph 9.12.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.13 Patent, Copyright and Trade Secret Indemnification

9.13.1 The Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or

related to the operation and utilization of the Contractor's work under this Contract. County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support the Contractor's defense and settlement thereof.

9.13.2 In the event any equipment, part thereof, or software product 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, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, must either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.13.3 The Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.14 Rules and Regulations

During the time that Contractor's employees or agents are at County facilities, such persons will be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide services, with such rules and regulations. In the event that the County determines that an employee of Contractor has violated any applicable rule or regulation, the Director or designee will notify Contractor and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor must permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of County services. Upon removal of any employee, Contractor must immediately replace the employee and continue services hereunder.

9.15 Shred Documents

9.15.1 Contractor must ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code sections 10850 and 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled “shred” until they are destroyed. No confidential documents/papers are to be recycled.

9.15.2 Documents for record and retention purposes in accordance with Subsection 8.38 of this Contract are to be maintained for a period of five (5) years or longer if required by law.

9.16 Compliance with County’s Advancing High Road Jobs Initiative, Anti-Racism, Diversity and Inclusion (ARDI) Initiative, and Veteran Engagement

9.16.1 The County has established a “Advancing High Roads 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, 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. The County’s Department of Economic Opportunity (DEO) oversees a network of America’s Job Centers of California (AJCCs), 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](#).

9.16.2 In support of this Initiative, the County has established a 20% hiring goal, which requires the Contractor to consider hiring qualified employees from AJCCs or other County workforce/workfare programs for open employment opportunities as they become available. To achieve the 20% hiring goal, Contractor will seek to hire 20% of its workforce (Full-Time Equivalent positions available under the subject contract) from the AJCCs or to achieve the 20% hiring goal, Contractor will seek to fill 20% of its workforce

vacancies (Full-Time Equivalent positions) by hiring from the AJCCs.

9.16.3 Contractor will be provided direct access to the AJCC referral portal where the County will refer qualified employees to Contractor.

9.16.4 Within thirty (30) calendar days after the Contract effective date, Contractor must provide the County with its comprehensive annual Hiring Plan that outlines their commitment to achieve a 20% hiring goal, throughout the Contract term, to hire qualified employees from AJCCs.

9.16.5 Contractor must submit a quarterly Hiring Report to identify progress made toward achieving the 20% hiring goal. The report must include, but not limited to, a description of the positions that were fulfilled, number of program participants hired, and program name. The quarterly report must be submitted electronically to the County Contractor Administrator.

9.16.5.1 The Contractor will be required to create a quarterly report template. The template must be submitted electronically for approval to the CCA within ten (10) days of commencement of the contract.

9.16.5.2 The quarterly report must be submitted electronically to the CCA by the 15th following the end of the quarter.

- October 15th (July through September)
- January 15th (October through December)
- April 15th (January through March)
- July 15th (April through June)

9.16.6 Contractor must submit a quarterly Hiring Report to identify efforts made towards hiring and recruitment from under-resourced communities and United States Veterans. Reports shall include how equity was applied in hiring from under-resourced communities.

9.16.6.1 The Contractor will be required to create a quarterly report template. The template must be submitted electronically for approval to the CCA within ten (10) days of commencement of the contract.

9.16.6.2 The quarterly report must be submitted electronically to the CCA by the 15th following the end of the quarter.

- October 15th (July through September)
- January 15th (October through December)

- April 15th (January through March)
- July 15th (April through June)

9.17 Information and Privacy Requirements

Contractor must comply with the requirements set forth in Exhibit K, Information Security and Privacy Requirements.

9.18 Digital Accessibility Requirements

For any and all websites, webpages, and mobile applications that Contractor designs, hosts, implements or manages on behalf of the County, Contractor must comply with Exhibit Q, (Digital Accessibility Requirements) all applicable accessibility laws, rules, regulations, and industry standard guidelines including, but not limited to, the Americans with Disabilities Act and the [Web Content Accessibility Guidelines](#) (WCAG 2.1), as they may be amended or updated from time to time. Contractor must also promptly comply, without additional cost to County, with any amendments or updates to these accessibility laws, rules, regulations, or industry standard guidelines that become effective during the term of the Contract.

10.0 SURVIVAL

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Section 1.0	Applicable Documents
Section 2.0	Definitions
Section 3.0	Work
Subsection 5.4	No Payment for Services Provided Following Expiration - Termination of Contract
Subsection 7.8	Confidentiality
Subsection 8.1	Amendments and Change Notices
Subsection 8.2	Assignment and Delegation/Mergers or Acquisitions
Subsection 8.6	Compliance with Applicable Laws
Subsection 8.19	Fair Labor Standards
Subsection 8.20	Force Majeure
Subsection 8.21	Governing Law, Jurisdiction, and Venue
Subsection 8.23	Indemnification
Subsection 8.24	General Provisions for all Insurance Coverage
Subsection 8.25	Insurance Coverage

Subsection 8.26	Liquidated Damages
Subsection 8.34	Notices
Subsection 8.38	Record Retention and Inspection-Audit Settlement
Subsection 8.42	Termination for Convenience
Subsection 8.43	Termination for Default
Subsection 8.48	Validity
Subsection 8.49	Waiver
Subsection 8.57	Prohibition from Participation in Future Solicitation(s)
Subsection 9.1	Compliance with County's Living Wage Program
Subsection 9.12	Ownership of Materials, Software and Copyright
Subsection 9.13	Patent, Copyright and Trade Secret Indemnification
Subsection 9.17	Information Security and Privacy Requirements
Subsection 9.18	Digital Accessibility Requirements
Section 10.0	Survival

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

COUNTY OF LOS ANGELES

By _____ Date _____
Chair, Board of Supervisors

CONTRACTOR'S NAME: Inter-Con Security Systems, Inc.

By Kevin Hernandez Date 7/20/26
Name
Chief Strategy Officer
Title

ATTEST:
Edward Yen, Executive Officer
of the Board of Supervisors

By _____
Name

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By Melinda White-Svec for Melinda White-Svec Date 7/30/2026
Melinda White-Svec
Deputy County Counsel

EXHIBIT A
STATEMENT OF WORK (SOW)
SECURITY GUARD SERVICES

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PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and Performance Outcomes.

The County's vision is a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of service excellence is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

These shared values are encompassed in the County Strategic Plan's three Goals: 1) Make Investments that Transform Lives, 2) Foster Vibrant and Resilient Communities, and 3) Realize Tomorrow's Government Today. These require coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

1.0 SCOPE OF WORK

The Los Angeles County Department of Public Social Services (DPSS) is responsible for providing security at over forty (40) DPSS office locations throughout the County. Security guard services are provided to six (6) Zones to facilitate service delivery, support, training, and management under the contract. The Zones are divided into two (2) Sectors as identified below.

The Sectors and Zones are as follows:

NORTH SECTOR

- Zone 1:** This service area includes, but is not limited to the Lancaster, Palmdale, and Santa Clarita Valley area.
- Zone 2:** This service area includes, but is not limited to, Burbank, Chatsworth, Glendale, Northridge, Sun Valley, and Van Nuys.
- Zone 3:** This service area includes, but is not limited to, Monterey Park, City of Industry, El Monte, Hacienda Heights, Pasadena, and Pomona.

SOUTH SECTOR

- Zone 4:** This service area includes, but is not limited to, Athens, Exposition Park, Inglewood; Koreatown, Mid-City, Rancho Park, South Central, Vermont Knolls, West Fairfax, Westchester, and Westlake.
- Zone 5:** This service area includes, but is not limited to, Bell, Boyle Heights, Cudahy, Downtown L.A., East Los Angeles, Florence-Firestone, Lincoln Heights, South Gate, and Watts.
- Zone 6:** This service area includes, but is not limited to, Long Beach, Compton, Norwalk, Rancho Dominguez, Santa Fe Springs, and Torrance.

- 1.1** For purposes of this SOW, the term Security Guard will mean Armed Security Guard and the term Security Guard Supervisor will mean Armed Security Guard Supervisor. The Contractor may be required to provide various classifications of Security Guards in the future as identified in Contract Section 2, Definitions, Subsection 2.59. The Contractor must provide Security Guards, and Security Guard Supervisors that are trained and certified, courteous, uniformed, and equipped professionals. Security Guard services must be provided in accordance with Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. The hours and days may change based on the needs of DPSS, including adding and/or removing

twenty-four (24) hours per day, services as requested by the County. For any post requiring twenty-four (24) hours per day, security services, Contractor will schedule guard coverage in a manner that prevents the County incurring overtime rates.

- 1.2** The number of locations within a Zone and Sector may change during the term of the contract, based on the operational and organizational requirements of the location and/or DPSS. Locations may open or close and/or staffing levels may increase or decrease, thereby changing requirements. The Contractor must have the flexibility and capability to provide varying numbers of Security Guards and Security Guard Supervisors to any locations in the Zone and Sector throughout the contract term; therefore, in addition to the staffing required on Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, a minimum of ten (10) percent additional Security Guard personnel who are cleared, trained, certified, and equipped must be available for deployment at any time by the Contractor throughout the term of the Contract at no additional cost to the County. The ten (10) percent additional Security Guard personnel must include on-call Security Guard staff available with the same requirements listed above to maintain the level of service required in the contract to ensure no open posts.

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

- 2.1** The County, at its sole discretion, by and through DPSS, will have the right to: (1) add and/or delete specific Locations within a Zone, (2) add, delete, reduce, or change specific tasks and/or work hours for any and all shifts, during the term of the contract, (3) add and/or reduce the number of Security Guards and/or Security Guard Supervisors, and (4) request additional classifications of Security Guards and Security Guard Supervisors in accordance with Contract, Subsection 8.1, Amendments and Change Notices.
- 2.1.1** Locations that are added to the Contract after the initial award may be assigned to the Contractor.
- 2.1.2** Generally, additional Locations will be added to Contractor for the affected Zone; however, the County reserves the right to assign new Locations to any qualified Contractor, based on the affected Zone's Contractor's capacity, capability, performance, and business needs of the County, at the sole discretion of the County.
- 2.1.3** Service requests made by the County for a change, addition, and/or deletion of security services will be made by written notice to the Contractor three (3) to five (5) business days prior to coverage change except for emergency services. The Contractor

will be required to provide written confirmation of coverage changes to the DPSS Security Coordinator and County Contract Administrator within three (3) calendar days of receipt of such notice.

- 2.2** Contractor must provide the County with good faith cost estimates for any security services that are provided through this contract. The cost estimates must be provided within 72 hours from the date the County submits a request, and the cost estimate must clearly demonstrate the calculations, hourly rates, service hours, and any factors that impact the cost estimate.
- 2.3** Urgent service requests will be made by DPSS Security Coordinator or Facility Proprietor, either verbally or in writing to the Contractor, prior to the requested start of services. Verbal requests must be followed by written communication to document the authorized request.
- 2.4** Contractor must provide coverage, as outlined in subsection 1.2 of this Exhibit A, SOW, for unforeseen urgent/emergency service requests at the start time requested by the County, or, in the event of requests for immediate services, no later than one hour from the time of the request by the County. The unforeseen urgent/emergency service requests will be paid at the overtime rate of one and a half times the hourly labor rate by County for actual hours worked by Security Guards or Security Guard Supervisors. In the event that the County requires additional Security Guards beyond the required number as outlined in subsection 1.2 of this Exhibit A, SOW, County and Contractor will discuss.
- 2.5** On the 10th calendar day of the month, DPSS Security Coordinator will provide a list of all approved service requests effectuated in the prior month detailing the urgent services provided, effective date of service, location of services, shifts, and number of additional security personnel to the County Contract Administrator (CCA).
- 2.6** Firearms-related requirements for Posts are listed in paragraph 6.4.2, Security Guard Equipment/Accessories of this Exhibit A, SOW. All changes must be made in accordance with Contract, Subsection 8.1, Amendments and Change Notices.

3.0 QUALITY CONTROL

- 3.1** Contractor must establish, maintain, and utilize a comprehensive Quality Control Plan (Plan) to be utilized as a self-monitoring tool to ensure the County receives a consistently high level of service throughout the term of this contract. The Plan, which is subject to approval or rejection by the County, must be submitted to the CCA for review on the contract start date, with revisions submitted as changes occur. Revisions will be due within ten (10) business days of the CCAs request. The Plan must include, but not be

limited to, the following:

- 3.1.1** Method and frequency of monitoring all tasks and services to ensure that contract requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.
- 3.1.2** Specific activities to be monitored either on scheduled or unscheduled basis.
- 3.1.3** Method of monitoring to verify authenticity of reports, and methods to ensure quality of services.
- 3.1.4** Samples of forms to be used in monitoring.
- 3.1.5** Job title and level of personnel performing monitoring functions (Contractor must ensure that the Plan is implemented by the Contractor Project Manager and/or quality control personnel, and not the Security Guards or Security Guard Supervisors actually performing security services).
- 3.1.6** Method for providing continuing services to the County in the event of a strike of the Security Guards and/or Security Guard Supervisors or any emergency, including but not limited to, fire, flood, earthquake, civil disturbance, pandemic, epidemic, and other natural or manmade disasters.
- 3.1.7** Method of record retention of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, and plan for making this information available to the County upon request.
- 3.1.8** Method for ensuring that all Contractor reports provide acceptable data as required by this Contract.
- 3.1.9** Method for surveying District Directors or Facility Proprietor on a regular basis to obtain feedback on security issues or concerns.
- 3.1.10** Method for ensuring that there are no Open Posts at any time and all Posts are filled at all times, in accordance with County's staffing plan requirements, as set forth in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone.

3.2 The Contractor must maintain and update, as necessary, written policy and

procedures regarding the licensing, certification, training files, and work requirements for Contractor personnel assigned to provide Security Guard services under the contract and provide to the County within two (2) business days should there be any changes.

3.3 Quality Assurance Plan

3.3.1 The County will evaluate the Contractor's performance under this contract using the Quality Assurance procedures as defined in Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.15, County's Quality Assurance Plan. The County will monitor the Contractor's performance as detailed in this SOW. The purpose of the monitoring is to assess the Contractor's compliance with all Contract terms and performance standards.

3.3.2 Contractor's deficiencies, which the County determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, will be reported to the Board. The report will also include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the correction action measures, the County may terminate this Contract or impose other penalties as specified in Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.15, County's Quality Assurance Plan.

3.4 Performance Evaluation Meetings

The County and the Contractor must meet at least quarterly, and more frequently if deemed necessary, to discuss the status of the Contract, new or ongoing problems, and other issues. The Contractor's failure to attend will cause an assessment as specified in Exhibit A-1, SOW Attachment 5, Performance Requirements Summary. The CCA reserves the right to schedule more frequent meetings if the Contractor's quality of performance is not at an acceptable level. An acceptable quality level will be determined by, but not limited to, the Contractor adhering to the requirements of Exhibit A-1, SOW Attachment 5, Performance Requirements Summary.

3.5 Review of Monthly Inspection Reports (MIR)

On a monthly basis after Contractor begins providing services, the Contractor must submit to CCA with a copy to the DPSS Security Coordinator, Contractor's scheduled and unscheduled inspection reports as specified in Section 8.0, Reporting Requirements of this SOW. The inspection reports must include: a) date of inspection, b) problem(s) identified, c) corrective action taken, and d) time elapsed between identification of a problem and corrective action completed. CCA will review all reports to ensure that Contract requirements are being met. DPSS

Security Coordinator will review security equipment report for accuracy and functionality. Failure to submit scheduled or unscheduled inspection reports will cause an assessment as specified in Exhibit A-1, SOW Attachment 5, Performance Requirement Summary of the Contract.

3.6 Facility Discrepancy Report (FDR)

Under the FDR process, at the facility proprietor's discretion, Contractor will be given written notice of any deficiency and five (5) days' to remedy the deficiency. At County's discretion, the amount of time the Contractor will be given to address the deficiency may be extended dependent upon the severity, frequency, or impact to County operations. County agrees to begin identifying safety-related and/or operationally critical deficiencies within sixty (60) calendar days of the Contract start date. Once the County identifies and relays to the Contractor any safety-related and/or operationally critical deficiencies and the Contractor violates the identified said safety-related and/or operationally critical deficiencies then County will forgo the FDR process and initiate the process in Subsection 3.7, Contract Discrepancy Report.

- 3.6.1** The FDR, SOW Attachment 6-A, will be used as needed by the DPSS Facility Proprietor (FP) to report security related issues, such as open posts, Security Guard underperformance or unprofessional appearance, etc. These FDR's will be created by the FP and sent to SecurityManagement@dpss.lacounty.gov.
- 3.6.2** The FDR will be forwarded to the Contractor Project Manager or his/her designee with a copy to DPSS Security Coordinator and CCA on a flow basis and/or whenever a discrepancy has been identified or a complaint has been reported by the FP. Upon receipt of an FDR, the Contractor is required to review and resolve all issues identified in the FDR. The Contractor shall notify DPSS with a written confirmation that the issues and/or discrepancies on the FDR have been resolved. If the incident and/or discrepancy has been confirmed as resolved, to the satisfaction of the County, the County at its discretion, will not evaluate the incident for potential CDR.
- 3.6.3** For discrepancies related to Open Posts, the Contractor will respond with an acknowledgment and/or resolution to the DPSS Security Coordinator and CCA immediately upon receipt of the FDR.
- 3.6.4** When open posts cannot be filled within one hour, the Contractor must notify the DPSS Security Coordinator in writing. The DPSS Security Coordinator will then work with Contractor to resolve Open Posts as soon as possible. The Contractor is required to submit a

Daily Open Post Report by 12:00 P.M. to the DPSS Security Coordinator.

- 3.6.5** In the event security related issues cannot be resolved through the FDR process, these issues will be evaluated for potential CDR by CCA and addressed through the CDR process outlined in Subsection 3.7, Contract Discrepancy Report (CDR) of this SOW.
- 3.6.6** Contractor must maintain a monthly log of all FDRs received from the County. The FDR Log must contain the date of receipt of the FDR, nature of the discrepancy/complaint, time and action taken or reason for inaction. An updated monthly FDR log will be submitted to the CCA and the DPSS Security Coordinator no later than the 5th calendar day of each month.
- 3.6.7** Should the County implement a contract management system, the Contractor will comply with all system requirements to receive, review, and submit resolutions through the automated system within the timeframe required by the County. Additionally, the Contractor must designate appropriate staff to comply with the County automated system training requirements and cooperate with the County's Information Technology department as deemed necessary. In case of system failure, the Contractor will follow the FDR procedures described above.

3.7 Contract Discrepancy Report (CDR)

The CCA will issue a written CDR to the Contractor Project Manager or designee. Upon receipt of a CDR, the Contractor is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A Corrective Action Plan, including a timetable for correction of all deficiencies identified in the CDR, must be submitted to the CCA within ten (10) business days. See Exhibit A-1, SOW Attachment 6, Contract Discrepancy Report.

4.0 HOURS AND DAYS OF OPERATION

Contractor hours and days of operation will vary by Location. The hours and days are set forth on Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone of this SOW. Contractor may be required to work on County-recognized holidays.

4.1 Work Schedules/Deployment

- 4.1.1** The Contractor will have discretion over the deployment of Security Guards and Security Guard Supervisors as long as service levels are met in accordance with Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. The Contractor must maintain a

continuously updated deployment roster, which must be incorporated herein by this reference, and submit a copy during the quarterly performance evaluation meeting and upon request by the County.

- 4.1.2** In the event that County requires additional service hours or service days due to temporary changes in workload or other urgent needs of DPSS such as, but not limited to, emergency coverage, immediate services, unscheduled 24/7 security services, etc., Contractor Project Manager will work with DPSS Security Coordinator and designated Facility Proprietor to provide security related recommendations and develop a written plan to meet the additional service requirements. The Contractor will provide the additional Security Guard services at no additional cost to the County other than the billable hourly rates.

4.1.3 Supervision

Security Guards must be adequately supervised by Security Guard Supervisors. Contractor must employ at least one (1) Lead Supervisor per Zone in addition to the one (1) Security Guard Supervisor for every ten (10) Security Guards as required on Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. Security Guard Supervisors assigned to the field must travel to their assigned Locations on a regular basis to oversee their subordinates.

- 4.1.3.1** Security Guards must be adequately supervised by a Security Guard Supervisor. Contractor must provide one hour field supervision by a Security Guard Supervisor for every ten hours of Security Guard service as required in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, and Exhibit B, Pricing Schedule, of the Contract. The ratio of one hour of field supervision for every ten hours of Security Guard services (ten to one ratio), is billed by hours. Supervisors assigned to the field must travel to their assigned Locations on a regular basis to oversee their subordinates. Only actual hours worked by Supervisors in the capacity of performing supervision duties are billable to the County. Contractor will not bill the County for supervision hours due to Contractor's administrative duties or duties not directly related to Security Guard services as required in this SOW.

4.1.4 County Staffing Plan

- 4.1.4.1** County staffing plan requirements are provided on Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone.
- 4.1.4.2** In the event that County's permanent requirements change during the term of the contract, the County will revise Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. The County will provide Contractor with a revised Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, in accordance with the Amendment process set forth in Contract, Subsection 8.1, Amendments and Change Notices.

4.1.5 Contractor Living Wage Staffing Plan

- 4.1.5.1** Pursuant to the Contract requirements provided in paragraph 9.1.8, Use of Full-Time Employees of the contract, Contractor must prepare a staffing plan using full-time employees. Staffing plans must be prepared for each Location, using Exhibit A-1, SOW Attachment 7, Living Wage Staffing Plan, to demonstrate how Contractor intends to fill each Post, using full-time employees. Contractor must provide details of Post coverage. For example, a Post requiring twelve (12) hours of coverage could show: one Security Guard working twelve (12) hours, or two Security Guards: one working ten (10) hours and another one working two (2) hours, or two Security Guards: one working eight (8) hours and another one working four (4) hours, or two Security Guards working six (6) hours each.
- 4.1.5.2** A completed SOW Attachment 7, Living Wage Staffing Plan found in Exhibit A-1 must be submitted for each Location for review and approval by the CCA at least thirty (30) calendar days prior to the commencement of work under the contract.
- 4.1.5.3** In accordance with subparagraph 5.2.5.3 – Living Wage Compliance Documents of this SOW, staffing plans for each Location must also be submitted to CCA monthly on SOW Attachment 7, Living Wage Staffing Plan as part of Living Wage compliance.
- 4.1.5.4** In the event that County's staffing requirements change during the term of the contract, Contractor must provide a revised SOW Attachment 7, Living

Wage Staffing Plan for CCA, that meets the County's revised requirements, as specified in revised Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. The revised staffing plan will be submitted to the CCA for approval along with a copy to the DPSS Security Coordinator.

- 4.1.5.5** In the event that Contractor changes its full-time employee staffing plan, Contractor must immediately provide a revised Living Wage Staffing Plan for CCA approval, in accordance with Contract, paragraph 9.1.8, Use of Full-Time Employees.

4.1.6 Open Post

- 4.1.6.1** Contractor must provide sufficient Security Guards and Security Guard Supervisors, including relief for breaks and meal periods, to ensure there are no Open Posts at any time. County will view any Open Post as a serious breach of contract performance. Relief coverage for breaks and meals must be provided at no additional cost to the County.
- 4.1.6.2** Posts are to be filled according to County's staffing plan requirements, as set forth in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, at all times, unless County gives written approval of an exception, modification, or change.
- 4.1.6.3** More than three instances of an Open Post in a Location within a 30-day period or three consecutive days of an Open Post will subject Contractor to significant additional assessments, liquidated damages, and possible forfeiture of Location and /or Post, termination of the Contract and/or debarment.
- 4.1.6.4** Security Guard Supervisor coverage must be provided for all Zones according to County's staffing plan requirements set forth in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, and the required ratio of one (1) Security Guard Supervisor for every ten (10) Security Guards must be maintained at all times, in addition to the required one (1) Lead Supervisor per Zone.
- 4.1.6.5** Failure to fill Security Guard and Security Guard Supervisor positions as required will constitute an Open Post and will subject Contractor to Open Post

assessment(s), as specified In Exhibit A-1, SOW Attachment 5, Performance Requirement Summary.

- 4.1.6.6** The Contractor must report any absences to the DPSS Security Coordinator and the Facility Proprietor the day before a planned absence or thirty minutes prior to Security Guard or Security Guard Supervisor work reporting time for unplanned absences through the Contractor's automated system or any alternate reporting mechanism approved by the County. Upon reporting unplanned absences, Contractor must immediately deploy a replacement Security Guard or Security Guard Supervisor (billed at Security Guard rate if replacing a Security Guard) to the Location to ensure that there are no Open Posts at any time. If a Security Guard Supervisor is deployed for a Security Guard, they must stand post until a replacement Security Guard arrives; however, his/her time as a Security Guard Supervisor will not be billed to the County at the Security Guard Supervisor rate. The replacement Security Guard or Security Guard Supervisor must immediately report to the Post of the unplanned absence.
- 4.1.6.7** Contractor must ensure that Posts for the public lobby entrance(s) are filled at all times to ensure that District Office lobbies can open timely. At least one (1) Security Guard must be at the weapon screening post at all times during lobby hours. Failure to comply will result in additional liquidated damages as set forth in Exhibit A-1, SOW Attachment 5, Performance Requirements Summary.
- 4.1.6.8** Security Guard Supervisor must not permanently stand Post due to Contractor staffing shortages and are only allowed to stand Post for the duration of the temporary planned or unplanned Open Post due to call off, emergencies, or unforeseen circumstances. Contractor cannot utilize Security Guard Supervisor to fulfill Security Guard vacancies.
- 4.1.6.9** In the event that a Security Guard or Security Guard Supervisor must take unplanned leave during the workday, Contractor must send a replacement Security Guard or Security Guard Supervisor within one (1) hour of the Security Guard or Security Guard Supervisor absence, with the replacement Security Guard or

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

4.2 Unscheduled Work Due to Security Incident

- 4.2.1** When a condition exists wherein there is imminent danger of injury to the public or damage to property, Security Guard must control the situation and physically intervene, as appropriate, to prevent injurious acts to persons or property. As soon as it is safe to do so, the Security Guard must notify the Security Guard Supervisor of the incident. Security Guard Supervisor must contact the Lead Supervisor, Contractor Project Manager, and the DPSS Security Coordinator to advise them of the situation and request approval and/or direction. The Security Guard Supervisor must contact the Facility Proprietor, DPSS Security Analyst, and the DPSS Security Coordinator to advise them of the situation. and request approval and/or direction.
- 4.2.2** The County will provide verbal authorization to the Contractor for additional service hours and/or additional contract personnel if necessary. After providing verbal authorization, the County will follow-up with an email to the Contractor approving the additional services. The Contractor will ensure they provide direction to the Security Guard(s) at impacted location. The Contractor will proceed diligently to work within the approved service hours.
- 4.2.3** All authorized unscheduled work due to security incident must commence as specified by DPSS Security Coordinator or Facility Proprietor. On the 10th calendar day of each month, the DPSS Security Coordinator will submit a list of all authorized unscheduled work to the CCA.
- 4.2.4** The County reserves the right to perform unscheduled work due to security incidents using County staff and/or to assign the work to another contractor.

4.3 Security Guard and Armed Security Guard Supervisor Overtime

- 4.3.1** The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act regarding payment of overtime, consistent with Contract, Subsection 8.19, Fair Labor Standards.

As specified in Exhibit A-1, SOW Attachment 5, Performance Requirement Summary, the County may impose liquidated damages against Contractor for failure by Contractor to observe this requirement. The County may report Contractor's non-compliance with the California Labor Code to the California Labor Commissioner.

- 4.3.2** Contractor must monitor and ensure that each of its Security Guards and Security Guard Supervisor work no more than 36 hours per week of overtime on any County assignment. The County will only pay for the overtime specified in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. The Contractor will be compensated at the overtime rate of one and a half (1.5) times the hourly labor rate only for those overtime hours that are required by County and considered by County to be overtime on a County assignment at a Location under the Contract as set forth in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. While processing invoices, the CCA will have the authority to deny overtime that is not specified in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone or not previously authorized in writing by the DPSS Security Coordinator or Facility Proprietor. Overtime that is not specified in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone and/or not approved by the County will be paid at the straight time rate by County.
- 4.3.3** Contractor will pay Security Guards and Security Guard Supervisor (other than those with an alternate work schedule) who have worked in excess of eight hours per day, at the compensation rate of one and a half times their hourly labor rate for such work in excess of eight hours per calendar day, or as required by law. The County will only pay for the overtime specified in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone of the Contract. Payment for any unapproved overtime will be the Contractor's responsibility.
- 4.3.4** The County may impose an assessment of one hundred dollars (\$100) per occurrence against the Contractor for failure to observe the requirements as specified in paragraphs 4.3.1 and 4.3.2 above and in Exhibit A-1, SOW Attachment 5, Performance Requirements Summary.
- 4.3.5** The County will not pay overtime for any Security Guard or Security Guard Supervisor who has worked a full shift at another Post and is brought in to cover an open post, such as unplanned absences, departures, or any other reason.

4.4 Services in Emergency Situations

In the event of an "emergency situation," Contractor must continue to provide services under the Contract. Notifications for "emergency situations" must be the same as stated in paragraph 4.2.1 of this SOW. An "emergency situation" includes, but is not limited to, fire, flood, earthquake, civil disturbance, pandemic, epidemic, and other natural or manmade disasters. DPSS Security Coordinator or Facility Proprietor will determine if a particular situation constitutes an "emergency situation" as specified in this Subsection 4.4, Services in Emergency Situations and will determine the extent to which services will be provided. The Contractor must provide adequate staffing to ensure continued services to the extent determined by the County and the Security Guard services, must be provided at the current Security Guard rate. Overtime rates will not apply to expedited, additional, 24/7, immediate, overnight, all night, or emergency security services, unless the guard works more than 8 (eight) hours per day according to the County staffing plan.

4.4.1 Continuity of Operational Planning and Disaster Preparedness Plan

4.4.1.1 The Contractor must prepare and maintain a continuously-updated Continuity of Operational Planning and Disaster Preparedness Plan (COOP) in accordance with Subsection 6.7, Contractor Continuity of Operational Planning and Disaster Preparedness Plan – Emergency Response of this SOW.

4.4.1.2 The COOP, which is subject to approval or rejection by the County, will be submitted to the CCA with a copy to the Office of Emergency Management by the contract start date, with revisions submitted as changes occur. Final approval of the COOP will be provided in writing by the DPSS Senior Disaster Services Analyst. Revisions may be requested at any time by the DPSS Senior Disaster Service Analyst and will be due within ten (10) business days of the request.

4.5 Holidays

4.5.1 The CCA will provide a list of the County observed holidays within thirty (30) calendar days of the Contract start date, and annually thereafter, at the beginning of each calendar year. The Contractor may also obtain a list of County observed holidays at:

<https://lacounty.gov/government/about-la-county/about/>

- 4.5.2** Contractor must provide the CCA with a list of Contractor-recognized holidays for the calendar year within thirty (30) calendar days of the contract start date and thereafter, at the beginning of each calendar year.
- 4.5.3** When twenty-four (24) hour/seven (7) day a week coverage is required at specified Locations, Contractor will be required to provide services on County-recognized holidays.
- 4.5.4** Contractor will be paid by County at the overtime rate of one and a half (1.5) times the hourly labor rate for Security Guard and Security Guard Supervisor hours required on dates that are recognized by both County and Contractor as holidays, provided the Contractor pays the overtime rate of one and a half (1.5) times the hourly labor rate to Security Guards and Security Guard Supervisor.

5.0 COUNTY'S RESPONSIBILITIES

5.1 Materials

The County will provide Exhibit N, Civil Rights Complaint – Contractor Form and Flowchart, Complaint of Discriminatory Treatment Form, Complaint of Discriminatory Treatment, California Department of Social Services Complaint of Discrimination, and Civil Rights Complaint Flowchart Process for Contractors, for use by participants in reporting civil rights complaints.

5.2 County-Furnished Items

- 5.2.1** At the County's sole discretion, County may furnish non-exclusive office or other space at County facilities where Contractor services are being provided for use by Contractor. The County will repair and/or replace County provided furniture and equipment due to normal wear and tear. At the sole discretion of the County, County may provide a desk with a lockable drawer and key to keep site specific security related documents such as general post orders, current site-specific post orders, emergency phone numbers, etc. The lockable drawer must not be used to store firearms, or ammunition. County may inspect, demand return of, and otherwise have a right to enter and search such property at any time during the term of the Contract, in accordance with existing County policies and practices.
- 5.2.2** Upon termination of the Contract, all County-furnished equipment must be returned immediately to County in good operating condition, less reasonable wear and tear.

- 5.2.3** Contractor personnel must 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. Keys are not to be duplicated or removed from site. County will issue a keycard to each Security Guard and Security Guard Supervisor assigned to a specific site. Keycards must be surrendered immediately to Facility Proprietor upon Security Guard and Security Guard Supervisor reassignment or termination. Contractor must submit a police report for all lost or stolen keycards.
- 5.2.4** Contractor Contract Manager must report any improperly working or defective County-furnished equipment to DPSS Security Coordinator, Facility Proprietor and/or administrator at the location through a written memorandum within twenty-four (24) hours of Contractor's knowledge of the problem or defect.
- 5.2.5** The following is a list of County forms, logs, and reports that are applicable to the requirements for implementation of this SOW that will be provided to the Contractor, by the County, prior to commencement of work under the Contract.

5.2.5.1 Post Orders: County form

a. General Post Orders:

Post Orders are proprietary documents created, issued, and maintained by the County. General Post Orders apply to all Locations. Site Specific Post Orders are unique to the requirements of the Location or the Post to which they apply. Contractor must thoroughly adhere to both General Post Orders and Site-Specific Post Orders. The General Post orders will also include protocols, responsibilities, guidelines, duties, tasks, and generic details associated with these security services. Within ten (10) days of the effective date of this Contract, the County will work with the Contractor to develop the General Post Order. Subsequently, the Contractor will provide a signed final General Post Order to the County within thirty (30) days.

b. Site Specific Post Orders:

Site Specific Post Orders are proprietary documents created, issued, and maintained by DPSS to meet site-specific security needs. These

documents will be modified as needed in collaboration with Facility Proprietor and Contractor. Site-Specific Post Orders are unique to the requirements of the Location or the Post to which they apply and are to be followed by the Contractor, completely, at all times. Thirty (30) days prior to the commencement of the contract, the County will provide draft Site-Specific Post Orders.

In the event that additional services and duties are required to be performed by the Contractor, the County will verbally communicate with the Contractor and follow up with written confirmation, and if necessary, revised Post Orders.

5.2.5.2 Contractor's Incident Report (IR): Contractor Form

Incident Report (IR) is a form that is developed by and used by Contractor to report significant security incidents. Security Guard or Security Guard Supervisor must immediately report, using a Contractor's IR, significant security incidents, including, but not limited to, incidents involving: any use of force, detention of an individual pursuant to arrest, any incident requiring law enforcement or emergency response or backup, building or area evacuations, or bomb threat, within forty-eight (48) hours to the District Director or Facility Proprietor. Security Guard or Security Guard Supervisor will work in conjunction with the District Director or Facility Proprietor to ensure that the County's SIR is completed accurately.

5.2.5.3 Living Wage Compliance Documents:

- Contract, Exhibit H – Payroll Statement of Compliance
- SOW Attachment 7 – Living Wage Staffing Plan

5.3 County Provided Training

- 5.3.1** The County may provide training in accordance with Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline; Subsection 2.0, County Provided Training –Background, and Subsection 2.1, Contractor and/or County Provided – Annual and/or Continuing Education Training. County may provide training to Security Guards and Security Guard Supervisor performing services at specific County Locations. Training may include, but will

not be limited to, initial, annual, continuing education, and specialized County-provided training conducted by County personnel, and/or other compliance or regulatory bodies, and/or policies of the specific assignment, Location, and/or Post where security services are being provided.

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

5.4 Court Appearances and/or County Investigations

Security Guards and Security Guard Supervisors may be required to appear in court or make statements to investigators regarding job-related incidents. In the event that a Security Guard or Security Guard Supervisor is called upon as a witness for a job-related incident, arising out of this Contract, the County will reimburse the Contractor as set forth in Contract, paragraph 5.5.10, Payment for Court Appearances and/or County Investigations of the Contract for the court appearance or investigation interview, based on review and approval by the CCA.

6.0 CONTRACTOR'S RESPONSIBILITIES

6.1 Purpose

- 6.1.1** The Contractor must provide Security Guards and Security Guard Supervisors who are qualified and experienced professionals that are background cleared, trained, uniformed, equipped, and courteous. Security Guards and Security Guard Supervisors staffing must be provided as set forth in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. Duties include, but are not limited to the following:

- 6.1.1.1** Screen County employees, clients, visitors and/or other members of the public at designated entrances;
- 6.1.1.2** Ensure visiting County employees present their County issued identification prior to being admitted to a Location, or a restricted area within a Location;

- 6.1.1.3** Provide a highly visible uniformed presence to act as a deterrent to crime;
- 6.1.1.4** Physically intervene to prevent injurious acts to persons and property;
- 6.1.1.5** Safeguard County property against fire, theft, vandalism, and illegal entry;
- 6.1.1.6** Prevent entry of firearms, weapons, and contraband;
- 6.1.1.7** Provide information and assistance to the public as needed;
- 6.1.1.8** Ensure safety and security are monitored twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year, if applicable;
- 6.1.1.9** Routinely patrol through the office lobby, stairwells, hallways, employee work areas, and parking structures;
- 6.1.1.10** Communicate with local law enforcement as deemed necessary when unlawful activity is occurring.
- 6.1.1.11** Monitor clients, visitors and county property through closed circuit television (CCTV) system;
- 6.1.1.12** Respond to requests from a Facility Proprietor related to the security needs of the Location; and
- 6.1.1.13** Provide written facility security assessments and recommendations as it pertains to security and safety at no cost to the County. Once a year as requested by the County, Contractor must conduct a facility security assessment at requested sites at which Contractor provides security services, at no additional cost to the County. In addition, contractor will also provide facility security assessments of any site the County anticipates acquiring for County operations at no additional cost to the County. The facility security assessment will include an in-person on-site assessment by the Contractor, and a written report noting the site's current security detail, and practical security recommendations that will enhance the site's overall security detail with the objective to ensure a

safe work area for personnel, visitors and property. The assessment and written report must focus on, but will not be limited to, the following topics and provide information and details that explain weaknesses and provide recommendations on where improvements are needed:

- a. Background/details about the facility;
- b. Summary of assigned security personnel and security features;
- c. Security Breach Points and weaknesses in the sites security detail. Preliminary discussions among security stakeholders (DPSS Security Coordinator, Facility Proprietor, Security Analyst, Contractor Project Manager);
- d. Employee safety tips/best practices;
- e. Security enhancement recommendations such as additional security personnel and additional security features;
- f. Review of County IRs;
- g. Other notable observations and recommendations; and
- h. Upon the County's request, Contractor will also provide Incident Specific Facility Security Assessments that are focused on a specific Security Incident, or specific security concern. These assessments and its corresponding assessment report will follow the same requirements of a facility security assessment. Facility Security Assessment reports will be due 45 (forty-five) days after the site assessment is conducted, and the incident specific facility security assessment report will be due 15 days after the site assessment is conducted. Facility security assessments, incident specific facility security assessments and the corresponding reports will be conducted and authored by Contractor's staff that have, at a minimum, of 4 years' experience conducting security assessments and providing written recommendations. A maximum of two years

of assessment experience can be substituted by one year of peace officer experience with a U.S. law enforcement agency.

6.1.2 Contractor Project Manager

The Contractor must provide background-cleared, trained, professional and courteous Contractor Project Manager, to supervise staff listed in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone and SOW Attachment 7, Living Wage Staffing Plan. This position is not and must not be directly billed by Contractor to County. Duties include, but are not limited to, the following:

- 6.1.2.1** Perform supervision and administrative duties for Contractor, such as timekeeping, personnel and payroll support, either dedicated to a particular Location, or with hours distributed to a particular Location and its satellite Locations; and
- 6.1.2.2** Interface with DPSS Security Coordinator, CCA, District Director, and DPSS Facility Proprietors.
- 6.1.2.3** Provide a Security Officer Rotation Chart similar to SOW Attachment 8, within five (5) business days after the commencement of the contract and within five (5) business days of when changes occur.

6.1.3 Lead Supervisors

Contractor must provide background-cleared, trained, professional and courteous Lead Supervisors, to supervise staff listed in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone and SOW Attachment 7, Living Wage Staffing Plan. This position is not and must not be directly billed by Contractor to County. Duties include, but are not limited to, the following:

- 6.1.3.1** Interface and coordinate with DPSS Security Analyst, District Director, and DPSS Facility Proprietor.
- 6.1.3.2** Assists in the development of short-term and long-term security strategies that align with DPSS's security objectives, and in the development and implementation of a comprehensive incident response plan.
- 6.1.3.3** Conducts post-incident analyses and assessments to

improve security measures.

6.1.3.4 Ensures that Security Guard Supervisors adhere to the established post orders, security standards, and regulations.

6.1.3.5 Oversee the Security Guard Supervisor's day-to-day operations and ensures open posts are covered.

6.1.3.6 Updates timesheets and monthly invoicing.

6.1.4 Contractor's Contract Manager

The Contractor must provide background-cleared, trained, professional and courteous Contractor's Contract Manager and Contractor's Contract Manager back-up to administer the Contract operations. This position is not and must not be directly billed by Contractor to County.

6.1.4.1 The County must have access to the Contract Manager and administrative support during all hours, 365 days per year. The Contractor must provide a telephone number where the Contract Manager and administrative support may be reached on a regular basis twenty-four hours per day, seven days a week, including holidays.

6.1.4.2 The Contractor's Contract Manager or back-up will act as a central point of contact with the County.

6.1.4.3 The Contractor's Contract Manager or back-up will have full authority to act for Contractor on all matters relating to the daily operation of the Contract. The Contract Manager/alternate must be able to effectively communicate, in English, both orally and in writing.

6.2 General Requirements

6.2.1 The Contractor will provide, at Contractor's expense, all working materials/documents necessary to perform the services required hereunder, including but not limited to: 1) documents, 2) log sheets, and 3) stationary, as set forth in Subsection 8.11, Daily/Weekly Reporting Documents of this SOW.

6.2.2 The Contractor-owned equipment and related accessories which are used by Security Guards and Security Guard Supervisors to provide services under the Contract must be kept clean at all times

and must be maintained according to manufacturer standards. The County may from time to time inspect such items to ensure they are in proper working order.

6.3 Personnel

6.3.1 The Contractor must have the flexibility and capability to provide varying numbers of Security Guards and Security Guard Supervisors to Locations in the Zone as specified in Section 1.0, Scope of Work, Subsection 1.2 of this SOW and Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. In the event of emergencies or unforeseen circumstances, Contractor must have the flexibility and capability to provide additional Security Guard service coverage for additional County sites.

6.3.2 Background Investigations

6.3.2.1 All Security Guards and Security Guard Supervisors providing services under the Contract, and any Contractor employee designated as Contractor Project Manager, Lead Supervisor, and Contractor Contract Manager, will be required to undergo and pass a background investigation, to the satisfaction of County, as a condition of beginning and continuing to work under the Contract and as a condition for promotion to a supervisory position under the Contract, as described in Subsection 7.7, Background and Security Investigations of the Contract.

6.3.2.2 Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information and as further described in paragraph 6.3.2, Background Investigations of this SOW. The fees associated with obtaining the background information will be at the expense of the Contractor, regardless if the member of the Contractor's staff passes or fails the background clearance investigation.

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

- 1) Felony conviction;
- 2) Conviction for a sex offense;

- 3) Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge;
- 4) Conduct that would preclude the employee from receiving a bond;
- 5) Any conviction of drunk or reckless driving within the last three (3) years;
- 6) Any pattern of irresponsible behavior including, but not limited to, unsatisfactory driving or employment records; or
- 7) Any pattern of recent or habitual illegal drug use.

6.3.3 Administrative File

The Contractor must maintain an Administrative File for each employee scheduled for a background investigation and prior to the start of Contract. The Administrative File must contain copies of the following:

6.3.3.1 Statement on Workplace Equality Acknowledgement of Receipt

The Contractor must include the Statement on Workplace Equality and Acknowledgement of Receipt, signed by the employee scheduled for background investigation. See Exhibit A-1, SOW Attachment 4.

6.3.3.2 Contractor Employment Application

The Contractor must include a copy of a completed employment application on each prospective Security Guard, Security Guard Supervisor, Lead Supervisor, Contractor Contract Manager, and Contractor Project Manager at the time the candidate is referred for background investigation. The application must, as applicable and appropriate, include the following:

a) Employment History

Employment history must include a list of candidates' present or last job first, then all jobs held and any periods of unemployment for the previous ten (10) years, including all security

services experience.

b) Military Service

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

c) Driving Record

Current printout of the candidate's Department of Motor Vehicle Record at the time of the candidate's interview with Contractor and annually thereafter.

d) Guard Registration Card

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

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

Current and unexpired 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.

f) First Aid Certification for Adult, Child and Infant

Current and unexpired First Aid Certification, issued by American Red Cross, American Heart Association, or equivalent provider (8 hours).

g) Baton Permit Issued by Bureau of Security & Investigative Services (BSIS)

Current and unexpired baton permit issued by BSIS.

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

Peace Officer Standards and Training (POST) certification in baton, according to paragraph 8.8.2.2(f) of this SOW. All licensees/registrants holding a baton permit may carry any type of baton on the job, as long as he or she is proficient in the use of the specific type of baton.

- i) California Firearm Qualification Card (Armed Security Guards and Security Guard Supervisors only)

Current and unexpired California Firearm Qualification Card.

- j) California Firearm Permit (Armed Security Guards and Security Guard Supervisors only)

Current and unexpired California Firearm Permit.

- k) BSIS Certified Course in Firearms Training (8 hours)

Current and unexpired BSIS Certified Course in Firearms Training.

- l) Pepper Spray/Pepper Gel Permit

Current and unexpired permit to carry ten percent (10%) solution of oleoresin capsicum (pepper spray or pepper gel).

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

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

- n) High School diploma, G.E.D., or equivalent

High School or G.E.D. diploma or equivalent. An equivalent High School or G.E.D. certification obtained from another country will be acceptable. If an employee is unable to provide a High School, G.E.D, or international equivalent, the Contractor must submit a written acknowledgment to County

Project Manager explaining the reason for the unavailable required document.

6.3.3.3 Preliminary and Annual Physicals /Examination/ Testing/ Proof of Vaccination

Based on the regulatory compliance requirements Cal/OSHA standard set forth at 8 CCR § 5199, and Title 22 of California Code of Regulations, the County has established and maintains policies related to initial and annual health examinations, testing, and proof of vaccination of all individuals working in all Locations.

- a) The Contractor must provide the initial physical examination and testing, and provide proof of vaccination as specified below, for all Security Guards, and Security Guard Supervisors including any employee designated as Contractor Project Manager, Lead Supervisor, and Contractor Contract Manager assigned to provide services under the Contract at the time the Administrative file is submitted for County review and annually thereafter. The Contractor must maintain the administrative file with the above information.
- b) Initial physical examination must include, but will not be limited to, the following: Tuberculosis (TB) Screening (skin test with chest x- ray follow-up test for positive skin test), proof of vaccination for: Measles, Mumps, Rubella (MMR) and varicella (chickenpox). Proof of vaccination or declination form signed by candidate for Hepatitis B vaccine. In addition, tetanus, diphtheria, acellular pertussis (Tdap), vision, and H1N1 vaccination, vision, and other tests are optional but may be required by County during the term of the Contract. Seasonal influenza vaccination (one dose for current season each year) may be declined; however, persons who decline the vaccination will be required to wear a mask during the influenza season.
- c) Security Guards, Security Guard Supervisors, Lead Supervisors, Contractor Project Managers, and Contractor Contract Manager will undergo annual physical examinations, which will minimally include TB screening. Results of these examinations must be maintained in Contractor's employee files

(and/or onsite if required by the Location).

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

6.3.4 Experience Requirements

Contractor must provide personnel who meet the following experience requirements:

6.3.4.1 Contractor Project Manager

Contractor Project Manager must have a minimum of three (3) years of experience within the last five (5) years providing security project management services, equivalent or substantially similar to those required in the Contract.

6.3.4.2 Lead Supervisors

Lead Supervisors must have two (2) years' experience within the last three (3) years providing supervision and administrative duties for Contractor, the same or similar to those required in this Contract, such as timekeeping, personnel and payroll support, and interfacing with DPSS and County Facility Proprietor.

6.3.4.3 Contractor Contract Manager

Contractor Contract Manager must have at least one (1) assigned full-time Contractor Contract Manager, with a minimum of three (3) years' experience within the last five (5) years providing contract management services equivalent or substantially similar to those required in this Contract.

The Contractor Contract Manager is designated by the Contractor to administer the Contract operations after the Contract award and who must adhere to the standards set forth in Contract, Subsection 7.4.

6.3.4.4 Armed PSO Supervisors

PSO Supervisors must have a minimum of two (2) years paid armed security experience within the last five (5) years.

6.3.4.5 Armed Protection Security Officer

Protection Security Officers must have two (2) year paid armed security experience within the last five (5) years or training experience provided by the Contractor.

6.3.4.6 Armed Security Guards

Security Guards must have one (1) year paid armed security experience within the last five (5) years or training experience provided by the Contractor.

6.3.4.7 Military Service

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

6.3.5 Bilingual Staffing Plan

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

6.3.6 Annual Performance Evaluations

The Contractor must conduct annual performance evaluations for Security Guards, Security Guard Supervisors, Lead Supervisors, Contractor Project Managers. A copy of the employee's performance evaluation must be included in each employee's Administrative File.

6.4 Contractor-Furnished Items

All Contractor-furnished items in Subsection 6.4 of this SOW must be provided by the Contractor at Contractor expense and at no cost to Contractor employees or to the County.

6.4.1 Uniforms/Identification Badges

6.4.1.1 The Contractor must provide all employees performing services under the Contract with a complete DPSS-approved uniform as specified in 6.4.1.3 below and ensure that all on-duty Security Guards and Security Guard Supervisors wear said uniforms while performing services under this Contract. Uniforms must be tailored for the particular employee. Uniforms must be the same for all assigned Security Guards and Security Guard Supervisors, unless an exception is required or approved by the DPSS Security Coordinator.

6.4.1.2 The Contractor must obtain written approval for uniform(s) and other related attire from CCA no more than ten (10) calendar days prior to commencing work under the Contract.

6.4.1.3 Uniforms must consist of the following items, unless an exception is required or approved in writing by DPSS:

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

- l) Jacket, with appropriate shoulder patches, as appropriate to weather conditions – Navy or Black (as needed); and
- m) Photo Identification Badge, with name, to be in the immediate possession of employee, and not visibly displayed while on duty.
- n) Personal Protective Equipment (PPE) (as requested and approved by County), which includes but is not limited to: cloth face coverings, surgical masks; goggles or face shields; and other PPE required by public health orders.

6.4.1.4 Security Guard and Security Guard Supervisor uniforms must always be clean and neatly pressed.

6.4.1.5 The Contractor must provide all employees providing services under the Contract with a photo identification card, listed in paragraph 6.4.1.3 (m) above, as noted in Subsection 7.6, Contractor's Staff Identification of the Contract. Contractor identification card must be approved by the County and contain a graphic of the appropriate badge, Contractor name, and the following minimum identifying information and specifications:

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

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

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

6.4.1.7 Contractor must notify County within one (1) business day when staff is terminated from providing services under this Contract. The Contractor must retrieve the Contractor photo identification card within one business day of the employee's termination or County has revoked clearance. The photo identification badge will be voided and archived in the Administrative File of the terminated employee, if applicable, of this SOW.

6.4.2 Security Guard Equipment/Accessories

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

- a) Current California Guard Registration Card;
- b) Sam/Sally Browne (gun belt);
- c) One (1) Handcuff case;
- d) One (1) set Handcuffs plus key;
- e) Four (4) keepers;
- f) One (1) Key Snap;
- g) One (1) heavy-duty 3-cell flashlight approved by

County, or approved alternate, with batteries;

- h) One (1) radio holder/pouch;
- i) Badge, to be worn on the upper left breast of the uniform;
- j) Side Handle Baton with Baton Ring or Collapsible Side Handle Baton with Baton Ring. Handler, 12", or the ASP (24" or 26") expandable straight stick;
- k) Valid and current permit for Baton; and
- l) Pepper spray or pepper gel (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in holster).
- m) Naloxone/Narcan Spray (or County approved equivalent)

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

6.4.2.3 Security Guards must be equipped with all items listed in paragraph 6.4.2, Security Guard Equipment/Accessories of this SOW, and the following items:

- a) Valid and current firearms permit indicating the specific firearm issued;
- b) Contractor will provide Security Guards one firearm that must be from the following authorized firearms list, and a personal firearm is prohibited without prior written approval from DPSS Security Coordinator:
 - i. 9 mm, semi-automatic authorized firearms:
 1. Beretta: models 92F, 92G, Compact models, M9, M9A1, 92G-SD; must be traditional double/single action (DA/SA) with de-cocking lever on the slide and external hammer.
 2. Glock: models 17, 17L, 19, 19X, 21, 21sf, 34, 41, 45, 47, and 48. Glock MOS versions are authorized.

3. Smith and Wesson: models M&P 9, M&P 9 M2.0, M&P 9 M2.0 Compact (Performance Models or Pro models are not authorized).
- ii. .45 caliber, semi-automatic authorized firearms:
 1. Beretta: models Cougar 8045F and 8045G.
 2. Glock: models 17, 17L, 19, 19X, 21, 21sf, 34, 41, 45, 47, and 48. Glock MOS versions are authorized.
 3. Heckler and Koch (DA/SA): models USP45 and HK45, including compact models (The press button de-cocker is prohibited).
 4. Smith and Wesson: models M&P45, M&P45 M2.0, M&P45c M2.0 Compact (Models 645, 4506, 4566, and 457 are also approved).
- c) Firearm holster.
- d) Ammunition pouch and speedy loaders.
- e) 9mm or .45 caliber ammunition.
- f) Jacketed hollow point bullets in accordance with the following:
 - i. Must be factory loaded.
 - ii. A minimum of 12 additional rounds must be carried for the handgun.
 - iii. The ammunition is to be replaced annually.
 - iv. Must be approved by the County.

6.4.2.4 The Contractor will be responsible for the maintenance of all Contractor-furnished Security Guard firearms and equipment/ accessories.

6.4.3 Materials and Equipment

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

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

6.4.3.1 Radios

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

6.4.3.1.1 The Contractor must ensure all radios are programmed, available, and that the radio system is operational prior to commencing work under the Contract. The Contractor must also ensure that the radio system is able to operate efficiently and effectively throughout the Location, building, and grounds without interruption and follows all Federal Communication Commission (FCC) regulations.

6.4.3.1.2 The Contractor must provide one (1) hand-held radio for each Contractor personnel, designated DPSS personnel, and two or more facility administration personnel, as required.

6.4.3.1.3 The Contractor must provide a sufficient number of batteries to provide a fully charged battery and a fully-operational radio for each Security Guard and each Security Guard Supervisor on each shift.

6.4.3.1.4 The Contractor must provide one (1) desktop radio (dependent on Location and/or Zone) for DPSS personnel as required by County.

6.4.3.1.5 The Contractor must provide two (2) hand-held radios for the designated County personnel as required by the County.

6.4.3.1.6 The Contractor must provide regular maintenance, repair and/or replacement of radio equipment as needed at no cost to the County.

6.4.3.2 Electronic Post Confirmation System

The Contractor must utilize a check-in/check-out Electronic Post Confirmation System, in addition to actual hard copy sign-in/sign-out sheets, for Security Guard(s) and Security Guard Supervisor(s) assigned to work at all Locations. The Electronic Post Confirmation System must have the ability to generate a real time report that shows check in/out times, foot patrol as directed by site specific post orders, open posts, and hours worked. The report will be used to generate monthly invoices to be submitted to the County along with hard copy sign-in/sign-out sheets. The Contractor must provide and maintain such Electronic Post Confirmation System at no cost to the County. The Electronic Post Confirmation System must provide real time open post notices to County and to Facility Proprietor when requested by the County. The Electronic Post Confirmation System will also include a Security Guard scanning system to monitor and adjust the path, start and end times, duration, and location of patrols. Foot Patrol Reports Report will be provided to the County, on a monthly basis or when requested by the County.

6.4.4 Vehicles

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

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

6.4.4.2 Where vehicle patrols are required, Contractor must provide vehicles to Security Guard personnel to use vehicles to perform their assigned duties.

6.4.4.3 Contractor vehicles must be clearly identified and must be well maintained and kept clean at all times.

6.4.4.4 Contractor provided vehicles must be as follows:

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

6.4.4.5 The Contractor must maintain and provide, upon request by County, a current vehicle list, including description, license plate numbers, and vehicle identification numbers of all Contractor owned vehicles used by Security Guards and Security Guard Supervisors providing services under the Contract. All vehicles must be in safe operating condition in compliance with all California Vehicle Code regulations.

6.4.4.6 County may conduct periodic inspections of all Contractor vehicles used to provide services under the Contract. Contractor must not park Contractor owned vehicles at any County site overnight or when vehicles are not used to conduct inspections or vehicle patrols, unless approved by County. Contractor-owned vehicles must be parked overnight at Contractor provided parking facilities.

6.4.4.7 Parking Fees

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

6.5 Security Guard and Security Guard Supervisor Training Requirements

6.5.1 A detailed outline of all required training is provided in the Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline of this SOW (also referenced in this Subsection 6.5 of this SOW). Any required certifications must be validated and documented on employee training records, as specified in Subsection 8.8, Security Guard and Security Guard Supervisor Training Program Reports of this SOW.

6.5.1.1 Except as otherwise specified in this Exhibit A, SOW, Subsection 6.5, and Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline of this SOW, Contractor must be responsible for the training of its Security Guards and Security Guard Supervisor and must bear all such expenses.

6.5.1.2 Within ten (10) business days of the effective date of this Contract, quarterly, and upon County request, the Contractor must submit to the CCA, a report of the training courses completed by Security Guards and Security Guard Supervisors performing services under the Contract. This report must include a roster of Security Guards and Security Guard Supervisors and each training course attended, as well as a schedule of ongoing training and future training requirements for employees as specified in Exhibit A, SOW, Section 8.0, Reporting Requirements.

6.5.1.3 Training of Security Guards and Security Guard Supervisors for weapon screen/magnetometer must be provided by the Contractor, as required, on County property.

6.5.2 Training

6.5.2.1 The Contractor must ensure the provision of required training for all Security Guards and Security Guard

Supervisors as required by Sections 7581, 7583.6, and 7583.7 of the California Business and Professions Code, pursuant to the requirements of the California Department of Consumer Affairs (DCA) BSIS, the needs of DPSS, and any specific requirements of the assignment, including onsite, specialized, annual and/or continuing education Contractor-provided and/or County-provided training, as specified in Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline of this SOW.

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

6.5.2.2 Contractor must ensure that Security Guards and Security Guard Supervisors are trained to actively assist law enforcement agents, in active situations.

6.5.2.3 Within thirty (30) calendar days of commencement of the Contract, the Contractor must provide DPSS Security Coordinator with a copy to CCA clear steps and thresholds that Security Guards will use as a guide when:

- (1) Escalating their intervention to a physical intervention;
- (2) Providing a highly visible uniformed presence as a deterrent to crime;
- (3) Knowing the content and Location of Post Orders;
- (4) Understanding their role and responsibilities at the specific Location;
- (5) Maintaining a professional and courteous demeanor to County clients, employees, and other Security Guards and Security Guard Supervisors.

Supervisors; and

- (6) Reminding the public of courteous behavior, as outlined on the Code of Conduct to be provided in the future. (see SOW Attachment 9)

6.5.2.4 The Contractor must work closely with DPSS during the term of the Contract to ensure the Contractor training plan, as required in Subsection 6.5, Security Guard and Security Guard Supervisor Training Requirements of this SOW, meets or exceeds training requirements set forth herein.

6.5.2.5 For each course, or series of courses, the institution or company providing the training must issue a certificate of completion to the Security Guard or Security Guard Supervisor. It is the responsibility of Contractor to ensure certificates of completion are maintained in the Training File of each Security Guard and Security Guard Supervisor, as required in paragraph 8.8.2, Security Guard and Security Guard Supervisor Training Records of this SOW.

6.5.2.6 Training Course Requirements

Training requirements are set forth in Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline of this SOW. Training required under the Contract includes, but is not limited to:

- (1) Skills Training Course for Security Guards, provided by the Contractor to meet State and County requirements;
- (2) Onsite training provided by Contractor on Security personnel's first day of work to orient Security Guard or Security Guard Supervisor to the assigned Location, Post, equipment, and/or procedures;
- (3) County-provided training to meet the regulatory requirements and/or policies of the specific Location or Post;
- (4) Specialized County-provided training when required by the particular Location; and
- (5) Annual County and/or Contractor-provided continuing education, supported by the

Contractor's evaluation of licensed Security Guard's or Security Guard Supervisor skills and based on the requirements of the site and/or regulatory or license requirements.

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

6.5.4 Firearms Training

The Contractor must ensure that all firearms training is in compliance with the California Firearms Training Standards prescribed by DCA and BSIS. Firearms training is required for all Security Guards and Security Guard Supervisor.

6.5.5 Firearms Qualifications

The Contractor must require all Security Guard classifications and Security Guard Supervisor classifications to qualify with their weapon twice annually, once during the first six (6) months of the calendar year and once during the second six (6) months of the calendar year according to BSIS regulations. Firearms qualification slips must be filed with Contractor, maintained in the Training File, and be available for audit by County personnel, upon request.

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

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

6.5.6.2 The Contractor must provide a training certificate which certifies that Security Guard and Security Guard Supervisor are competent in equipment use, as set forth Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline of this SOW, under Section Three: Elective Courses Required to be Provided Onsite by Contractor on Guard's First Workday.

6.5.7 Quarterly Customer Service Training

- 6.5.7.1** Every three (3) months, the Contractor must provide one (1) hour of Customer Service Training instruction to all assigned Security Guard and Security Guard Supervisor personnel, and verification must be provided to the CCA upon request.
- 6.5.7.2** Quarterly Customer Service Training must include topics set forth in Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline of this SOW under Section Two: Mandatory and Elective Courses Required to be maintained in Administrative File, paragraph A, Public Relations - Community and Customer (Mandatory) and topics set forth in Exhibit A-1, SOW Attachment 4, Statement on Workplace Equality and Acknowledgement of Receipt of this SOW.
- 6.5.7.3** Contractor must ensure Security Guard and Security Guard Supervisor personnel continuously exercise courtesy, cultural sensitivity, good manners, and a professional and respectful demeanor. These courses are mandatory in addition to the continuing education courses specified in Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline of this SOW under Section Five: Annual and/or Continuing Education Training.

6.5.8 Narcan Training

Contractor must provide annual training regarding the use of Narcan (or County approved substitute for Narcan). Guards must carry and administer Narcan in emergent situations.

6.5.9 General Post Orders/Post Order/Site Specific Post Order Orientations and Training

The Contractor must conduct General Post Orders/Site Specific Post Orders orientation and training to ensure assigned Security Guards, Security Guard Supervisors, Lead Supervisors, and Contractor Project Managers, are familiar with the Location and understand the Post Orders, including General Post Orders and Site-Specific Post Orders, and understand their responsibilities in the Location. Training to be completed is listed in Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline of this SOW under section Three: Elective Courses Required to be

Provided Onsite by Contractor on Guard's First Workday. Eight (8) hours of training is required.

Contractor must conduct site/post-specific orientation and training to ensure assigned Security Guards, Security Guard Supervisors, Lead Supervisors, and Contractor Project Managers are familiar with the Location and understand the General Post Orders and Site-Specific Post Orders and understand their responsibilities in the Location.

6.6 Contractor Office

The Contractor must maintain an office, within the County of Los Angeles, with a telephone in Contractor's name, where Contractor conducts business, to facilitate County contract monitoring. The office must be staffed during the hours of 6:00 a.m. to 6:00 p.m., seven (7) days a week, by at least one (1) employee who can respond to inquiries by and complaints from County which may be received regarding Contractor performance of the Contract. Contractor must provide an after-hours phone number that will be staffed by Contractor staff. The Contractor may be required to maintain an additional "on-site" office at particular Locations, with space provided by County, based on the needs of the Locations.

6.7 Contractor Continuity of Operational Planning (COOP) and Disaster Preparedness Plan - Emergency Response

In compliance with County Chief Executive Office, Emergency Management guidelines, County requires that Contractor submit a COOP and Disaster Preparedness Plan for each Location to the CCA with a copy to the Office of Emergency Management within 30 days of contract start date, with revisions submitted as changes occur. The CCA will collaborate with the DPSS Office of Emergency Management for review and approval.

6.7.1 DPSS is responsible for providing security for many essential County programs and services. Contractor's COOP and Disaster Preparedness Plan is used for service restoration in the event of an emergency. In order to ensure uninterrupted services for essential County programs, Contractor must:

1. Prepare a COOP and Disaster Preparedness Plan for each Location within thirty (30) calendar days of commencement of the Contract. Final approval of the COOP will be provided in writing by the DPSS Senior Disaster Services Analyst. Any additional revisions will be due within ten (10) business days upon DPSS Senior Disaster Service Analyst request.
2. Conduct emergency response drills at a minimum of one (1)

time per year, at each Location where services are provided. Emergency drills are to be conducted in cooperation with DPSS personnel and/or local emergency responders and Location administration personnel. Contractor must document and report the results of these emergency response drills to the County. Contractor will provide a report two weeks after each drill detailing the Contractor's involvement.

3. Conduct a tabletop (scenario) COOP and Disaster Preparedness Plan exercise, for each Location where services are provided, at a minimum of one (1) time per year. The tabletop exercise must ensure that information in the COOP and Disaster Preparedness Plan is complete and accurate, and that Security Guards and Security Guard Supervisor know their responsibilities in an emergency. Results of tabletop (scenario) exercises are to be documented and reported to the County. The report must include, but is not limited to, an overview of the exercise conducted, name and position of participant(s), nature of any deficiencies, a corrective action plan, and the timeframe to correct deficiencies. Contractor must ensure all information included in COOP and Disaster Preparedness Plan is accurate and complete.
4. Update the COOP and Disaster Preparedness Plan, including employee contact information, on an annual and ongoing basis to ensure information contained in COOP and Disaster Preparedness Plan is complete and accurate, and provide an updated Plan to the Contract Administrator and DPSS Senior Disaster Service Analyst. Any additional revisions will be due within ten (10) business days upon DPSS Senior Disaster Service Analyst request. All COOPs and Disaster Preparedness Plans are incorporated herein by this reference.
5. Provide the DPSS Security Coordinator, Office of Emergency Management and DPSS Facility Proprietor with clear details on Security Guards and Security Guard Supervisors role in participating in the County annual emergency drill. Guards will provide support to the onsite administration during an emergency drill and during an actual emergency. Contractor must make sure that County approves the Security Guards and Security Guard Supervisors role; that this requirement is annotated in the General Post Orders; and that Security Guards and Security Guard Supervisors are aware of their role in an emergency.

- 6.7.2** Failure to comply with the requirements of this Subsection 6.7, Contractor COOP and Disaster Preparedness Plan – Emergency Response may result in a County imposed Liquidated Damages against Contractor and, if non-compliance persists, termination or suspension of Contract, as specified in Exhibit A-1, SOW Attachment 5, Performance Requirements Summary of this SOW.

7.0 CONTRACTOR WORK REQUIREMENTS

7.1 Security Guard and Security Guard Supervisor General Requirements and Qualifications

- 7.1.1** Security Guards and Security Guard Supervisors must possess basic writing skills and computer knowledge for notetaking and completing report forms, the ability to write and speak in English, the ability to work with the public and with County employees in a courteous and respectful manner, and the ability to accept responsibility and work independently.
- 7.1.2** Security Guards and Security Guard Supervisors must have satisfactorily completed California DCA, BSIS, and County training requirements as required in this SOW and otherwise.
- 7.1.3** Security Guards and Security Guard Supervisors must be at least twenty-one (21) years of age to provide services under the Contract.
- 7.1.4** Security Guards and Security Guard Supervisors must have a working knowledge of pertinent California Penal Code sections (i.e., power of arrest and search and seizure).
- 7.1.5** Security Guards and Security Guard Supervisors must keep current and have the proper current certificates and licenses required to perform the services under the Contract, including but not limited to those specified in paragraph 6.3.3, Administrative File of this SOW.
- 7.1.6** Security Guards and Security Guard Supervisors must be in good physical condition and must be able to carry out all work requirements specified in the Contract. This may require, at County's discretion, that Contractor send Security Guards or Security Guard Supervisors for a fitness for duty exam upon County's request, as referenced in subparagraph 6.3.3.3 of this SOW, at Contractors' expense.
- 7.1.7** When starting work at a Location that is new to the Security Guard or Security Guard Supervisor, the Security Guard or Security Guard

Supervisor must receive site-specific training, provided by the Contractor, as applicable, prior to beginning work under the Contract, as stated in the Post Orders developed and provided by the DPSS as described in SOW subparagraph 5.2.5.1, Post Orders: County form, and subsection 6.5, Security Guard and Security Guard Supervisor Training Requirements.

- 7.1.8** Security Guards and Security Guard Supervisors must provide additional services, such as building and parking lot security services, as determined by County and as stated in Site-Specific Post Orders provided by DPSS as described in paragraph 5.2.5.1, Post Orders: County form of this SOW.

7.2 General Performance Requirements

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

- 7.2.1** Security Guards and Security Guard Supervisors must not eat, read, or use personal radios, cellular telephones, televisions, any kind of electronic entertainment devices, Compact Disc players, or tape players at their Posts at any time.
- 7.2.2** Security Guards and Security Guard Supervisors must be in full uniform, punctual, remain awake, alert, and attentive during their shifts, without exception in accordance with General Post Orders and/or Site Specific Post Orders.
- 7.2.3** Security Guards and Security Guard Supervisors must report to work in full uniform attire as specified in paragraph 6.4.1, Uniforms/Identification Badges of this SOW with all required equipment/accessories as specified in paragraph 6.4.2, Security Guard Equipment/Accessories and with all materials and equipment as specified in paragraph 6.4.3, Materials and Equipment of this SOW.
- 7.2.4** Security Guards and Security Guard Supervisors must not remove or borrow items owned by County employees. Such items include, but are not limited to, radios, heaters, fans, etc.
- 7.2.5** Contractor is responsible for filling assigned Posts at all times according to the schedule set forth in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone of this SOW. Security Guards and Security Guard Supervisors must not leave their assigned Posts until properly relieved. Contractor will be responsible for payment of relief staff and coverage, including relief that covers lunch and break times. County will not incur additional cost for any

relief staff. Relief coverage must be provided by an equivalent or higher-ranking Security Guard as stated in the Minimum Staffing Plan. In the event that Contractor does not provide equivalent or higher-ranking Security Guard as stated in the Minimum Staffing Plan, Contractor will be subject to open post assessment and to open post liquated damages.

- 7.2.6** Security Guards and Security Guard Supervisors must not use any County telephones except for the purpose of making or receiving calls to or from their supervisors, emergency contacts, or County representatives.
- 7.2.7** Security Guards and Security Guard Supervisors must present a professional demeanor at all times. Excessive socializing with the public, County employees, or other Security Guards and Security Guard Supervisors during working hours is prohibited.
- 7.2.8** Security Guards and Security Guard Supervisors must maintain their Post desk in a neat and presentable manner.
- 7.2.9** Security Guards and Security Guard Supervisors must have a good working knowledge of self-defense and lawful public restraint procedures.
- 7.2.10** Security Guards and Security Guard Supervisors must react immediately and take command of security incidents and use sound judgment and discretion in handling unruly members of the public.
- 7.2.11** Security Guards and Security Guard Supervisors, and other Contractor employees must not store firearms or contraband in County Locations. Security Guards and Security Guard Supervisors and other Contractor employees must not bring firearms, other than those approved for their use under the Contract, into County Locations. Security Guards and Security Guard Supervisors and other Contract employees must not bring visitors into County Locations.
- 7.2.12** Security Guards and Security Guard Supervisors must follow all Federal, State and local laws that apply to the provision of security guard services, particularly those dealing with arrest, detaining, licensing, training, and certifications as set forth in California Penal Code sections 830.1 through 854 and with all DPSS rules and regulations.
- 7.2.13** At County's sole discretion, County may request to remove or relocate a Security Guard from an office, post or the contract due

to underperformance, excessive absences, tardiness, unprofessional behavior towards DPSS staff or the public, inattentiveness, or any other reason the County deems necessary.

7.3 Security Guard Duties, Restrictions, and Obligations

Security Guards and Security Guard Supervisors must be familiar with the Location and duties contained herein that included, but are not limited to the following:

- 7.3.1** Sign-in and sign-out each day using both an Electronic Post Confirmation System and a hard copy Security Guard Sign In/Out Sheet, provided by the Contractor and located at each Post. Guards must report to work on time and hold over on assigned duties until relieved. In the event that a Security Guard, Security Guard Supervisor, or Contractor Administrator is not assigned to the site's current Staffing Plan, they must sign-in and out using the County visitor log provided by the Facility Proprietor.
- 7.3.2** Operate and test weapon screening equipment, including x-ray machine and magnetometers, both screen-operated and hand-held, CCTV systems, and panic alarms systems, if required.
- 7.3.3** Cover an assignment at a fixed Post or patrol an area or Location for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to other individuals or to property.
- 7.3.4** Detain individuals for further investigation when circumstances and conditions warrant such action and there is reasonable suspicion and cause to do so. As soon as safely possible, but no later than one (1) hour from the detention, they must report such actions to the Facility Proprietor.
- 7.3.5** Physically intervene in emergency and non-emergency situations, in accordance with all legal restraint requirements, when necessary to prevent injurious acts to persons or property within County property or property used by County staff or when customers are in violation of the Code of Conduct. Security Guards are expected to rely on their presence and verbal commands as a means of preventing a situation from escalating. If these tactics prove to be ineffective, the guards will use physical intervention techniques to control the situation. At the request of on-site administration, the guards may need to escort or remove an unruly individual from County premises if an individual refuses to leave, irrespective of law enforcement's presence. The Contractor may also arrest and/or contact law enforcement when needed based on their

evaluation of the situation, as requested by the on-site administration. Contractor guards must conduct searches, as required, for firearms and contraband, and provide details on individuals for investigations, detention, or arrest.

- 7.3.5.1** Property will not be stored or taken into temporary custody by any Security Guard. All contraband items will be confiscated for proper disposal by County and/or local law enforcement.
- 7.3.6** Visually screen packages and parcels carried in and out of a Location to secure against theft and prepare written records of contents. Ensure transmittal forms contain authorized signature to accompany materials and items being removed from the Location.
- 7.3.7** Investigate questionable acts or behavior observed or reported on County property, and question witnesses and suspects to ascertain or verify facts, when there is reasonable suspicion and cause to do so.
- 7.3.8** Answer questions and be available to meet the office needs as directed by Administration. Provide Security Guard escort services to and from buildings and vehicles within County property, which includes but may not be limited to County parking lots, County parking structures, lobbies, foyers, and County driveways, as directed by on site Facility Proprietor and as duties permit, to members of the public or County employees.
- 7.3.9** Monitor the security of safe and secure areas within each Location where equipment or items of value are stored as directed in Site-Specific Post Orders.
- 7.3.10** Lock and unlock gates and doors as directed in Site-Specific Post Orders or by District Director or Facility Proprietor during emergency situations.
- 7.3.11** Turn off and/or dim lights, and close window coverings at each Location as directed in Site-Specific Post Orders.
- 7.3.12** Ensure that only authorized personnel are permitted access to closed or restricted Locations or areas and detain unidentified or unauthorized individuals as directed by Site-Specific Post Orders. Visually inspect all persons, including County employees, for proper identification and require such individuals to sign in and sign out of a Location, as required in Site-Specific Post Orders.
- 7.3.13** Raise and lower flags at designated times according to General

Post Orders and, Site-Specific Post Orders.

- 7.3.14** Respond to reports of ill or injured visitors, patrons, or employees; render first aid and notify local law enforcement and/or emergency personnel. Report incident to DPSS personnel or Facility Proprietor as soon as practicably feasible and request further assistance if necessary.
- 7.3.15** Relay reports of bomb threats immediately to corresponding law enforcement agency, Facility Proprietor and DPSS personnel and participate in bomb searches organized by corresponding law enforcement agency or other law enforcement agency personnel.
- 7.3.16** Respond to scene of disturbance and/or locally activated fire, burglary, or other alarms, evaluate the situation, and take appropriate action.
- 7.3.17** Monitor panic alarm systems, electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots, as required in General Post Orders and Site-Specific Post Orders.
- 7.3.18** Receive additional training in the use of Contractor-provided radio equipment, including knowledge of all appropriate codes, and ensure that such equipment is properly used, stored and maintained as required by Location. Contractor is required to provide all radios for Security Guards and at least one radio for each Facility Proprietor as specified in paragraph 6.4.3.1, Radios of this SOW.
- 7.3.19** Conduct regular foot and vehicle patrols of Locations, utilizing Contractor-issued motor vehicles, as required in General Post Orders, Site-Specific Post Orders, or as directed by the Facility Proprietor. Conduct vehicle traffic control services when requested by the Facility Proprietor.
- 7.3.20** Security Guards and Security Guard Supervisors must possess knowledge of the following:
 - 7.3.20.1** Working knowledge of assigned Location including Post Orders, security procedures, alarm systems, and electronic devices;
 - 7.3.20.2** Procedures for reporting and/or correcting hazardous conditions. Report safety hazards, malfunctioning equipment, liquid spills, and other such matters to the appropriate DPSS personnel, the Facility Proprietor,

and/or emergency agency. Reporting should be done as soon as safely possible, but no later than one (1) hour from the occurrence of the hazardous condition.

- 7.3.21** Monitor parking and issue parking violation notices as directed in General Post Orders, Site-Specific Post Orders, or as directed by the Facility Proprietor. When directed by the Facility Proprietor, Security Guards must place parking violation warning notices on vehicles that are on County property and are violating parking lot rules and regulations. Parking violation warning notices will be signed by the Facility Proprietor before placed on the vehicle. Parking violation notices will be provided by Contractor at no additional cost to the County. When directed by the Facility Proprietor, Security Guards must call the local towing company to impound abandoned vehicles in county parking lots.
- 7.3.22** Properly maintain and handle safely all firearms and batons (Armed Security Guards and Armed Security Guard Supervisors only).
 - 7.3.22.1** Security Guards must not store any firearms, firearm accessory, baton, ammunition, or Sam/Sally Browne belt at any Location where services under the Contract are being provided.
 - 7.3.22.2** Security Guards must not remove firearms, batons, Sam/Sally Browne belts from their persons or leave such items unattended at any Location, unless under extreme emergency or in a life-threatening situation, or unless specifically authorized, in writing, by DPSS Security Coordinator.
 - 7.3.22.3** Firearms and batons must not be utilized as a measure of threat or intimidation but shall be used only in life threatening or restraint situations.
 - 7.3.22.4** Security Guards and Security Guard Supervisors must not clean firearms at any Location at any time.
 - 7.3.22.5** Security Guards and Security Guard Supervisors must not bring in, and must not use, unauthorized firearms, holsters, and ammunition at any Location at any time.
 - 7.3.22.6** In the event of an incident involving serious misuse of authority or violation of firearm regulations by Security Guard or any Contractor employees, the County may proceed with and conduct an administrative

investigation. Contractor must fully cooperate with County in such situation, including, but not limited to, submitting documentation requested by the County.

- 7.3.22.7** Contractor must maintain all firearms, ammunition, and accessories in good working condition.
 - 7.3.22.8** Firearms and ammunition used by Security Guards and Security Guard Supervisors will be subject to inspection by authorized County personnel at any time.
 - 7.3.22.9** Security Guards and Security Guard Supervisors must adhere to regulations regarding proper use of firearms as set forth in California Penal Code sections 830.1 through 854.
 - 7.3.22.10** Security Guards and Security Guard Supervisors must not utilize or be under the influence of any illegal substance or legal substance that would inhibit or hinder the guard's decision-making process and response to security incidents while working under this contract.
 - 7.3.22.11** Thirty (30) days after contract execution, Contractor must provide the County with clear written protocols on how Contractor will address these types of concerns. The protocol is subject to County approval. The protocol must include immediate assessment of the suspicion, provide relief coverage, ensure Security Guard is drug tested or provided any other appropriate test.
- 7.3.23** Security Guards must respond immediately to natural, and man-made on-site emergencies, and provide support as needed or as directed by the Facility Proprietor.

7.4 Security Guard Supervisor Duties

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

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

- 7.4.3** Immediately respond to on-site emergencies, providing support as needed.
- 7.4.4** Provide training to Security Guards under his/her supervision and ensure that each Security Guard fully understands the duties and services to be provided under this Contract, prior to Security Guard starting work as set forth throughout the Contract.
- 7.4.5** Be available for inspections from County personnel.
- 7.4.6** Be available to the Security Guards under his/her supervision at all times during the assigned shift.
- 7.4.7** Provide technical and administrative advice to Security Guards as appropriate.
- 7.4.8** Ensure that assigned Security Guard coverage is appropriate and adequate to meet County requirements.
- 7.4.9** Inform subordinates of any deviations from acceptable practices and procedures, instruct Security Guards on the proper methods and procedures, and explain conditions in which deviations are permissible.
- 7.4.10** Respond to requests from Security Guards for assistance.
- 7.4.11** Have a thorough knowledge of radio usage and codes, and train Security Guards in these areas.
- 7.4.12** Conduct investigations of incidents and prepare a written memorandum to be provided to DPSS Security Coordinator upon request.
- 7.4.13** Drive a Contractor-provided motor vehicle to the different assigned Locations.
- 7.4.14** Sign-in and sign-out at visited Locations: A Security Guard Supervisor must sign in/out using both the Electronic Post Confirmation System and the hard copy sign-in/sign-out sheet, provided by the Contractor, to record each Location visited.
- 7.4.15** Provide relief for Security Guard breaks and meals as required.
- 7.4.16** Conduct roll call briefings that include the following:
 - 7.4.16.1** Inspection of personnel to ensure proper uniform appearance, sobriety, and clear comprehension of

Post Orders and emergency procedures;

7.4.16.2 Briefings of previous shift(s) activity at each post;

7.4.16.3 Issuance of radios, radio holders and keys (as appropriate) to all Security Guards.

7.4.17 Coordinate security personnel to respond to medical emergencies to provide first aid, CPR or a support as needed until medical personnel arrive.

7.4.18 Inspects and reports all assigned equipment to include but not limit to metal detectors, X-Ray machines, two-way radios, CCTV systems, etc. and safety hazards to appropriate personnel.

7.4.19 The Security Guard Supervisor will also be responsible for the duties, restrictions, and obligations identified in subsection 7.3 of this SOW.

7.5 Contractor Project Manager Duties

Contractor Project Manager duties must include, but will not be limited to, the following duties:

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

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

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

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

7.5.5 Be available for inspections from County personnel.

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

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

7.6 Lead Supervisor

Lead Supervisor duties must include, but are not limited to, the following duties:

- 7.6.1** Direct Security Guards and Security Guard Supervisors during an assigned shift at a Location.
- 7.6.2** Ensure that the Security Guards and Security Guard Supervisors operate with integrity, providing a safe and secure environment in which all County requirements are met.
- 7.6.3** Ensure all Posts are filled and Security Guards and Security Guard Supervisors report to their assigned Posts at the start of the shift on time and Posts remain filled throughout the shift.
- 7.6.4** Assume responsibility in an emergency situation, establishing incident command, and reporting to the Facility Proprietor, DPSS Security Coordinator and CCA as soon as the situation allows, and it is safe to do so.
- 7.6.5** Maintain an accurate and timely log throughout the shift. Prepare reports as required in the General Post Orders and/or Site-Specific Post Orders.
- 7.6.6** Prepare Contractor's Security Incident Reports and make notifications, as required, for any security incidents that occur during the shift.
- 7.6.7** Provide information to the next shift, verbally and/or in writing, for all reportable information as required by the General Post Orders and Site-specific Post Orders for the Location.

7.7 Armed Protection Security Officer

Protection Security Officer duties must include, but are not limited to, the following duties:

- 7.7.1** Assess potential threats and risks to devise and implement effective security strategies.
- 7.7.2** Actively patrol interior and exterior areas of the Department facility, including County parking lots/structures, and check for unauthorized personnel and illegally park vehicles, which must be reported as appropriate. Patrols must include hallways to ensure that unauthorized individuals do not access the work areas unescorted.
- 7.7.3** Respond and take charge of incidents in public areas where there is a possibility of County liability, injury, or illness involving the public.

- 7.7.3.1 If immediate medical action is not required, notify DPSS Facility Proprietor or designate prior to calling emergency services. DPSS Facility Proprietor or designee will participate in assessing the situation.
- 7.7.3.2 If immediate action is required, call Law Enforcement and/or paramedics, as appropriate, and then notify DPSS Facility Proprietor or designee as soon as possible.
- 7.7.4 Perform physical security checks and patrol to prevent unauthorized access, vandalism, or other criminal activity.
- 7.7.5 Investigate questionable acts observed or reported in the facility and question witnesses and suspects to establish and verify facts.
- 7.7.6 Pursue, apprehend and detain persons injuring others and/or damaging property within the premises, and detains suspects until local law enforcement arrives.
- 7.7.7 Operate advanced security equipment and systems, such as CCTV, alarm systems, and access control systems.
- 7.7.8 Respond to locally activated fire, burglary or other alarms.
- 7.7.9 Coordinate with law enforcement agencies and emergency services when necessary.
- 7.7.10 Act as the lead and the support for the Security Guards.
- 7.7.11 Physically intervene to terminate injurious acts, conduct searches of individuals for weapons, illegal devices, or contraband and detain individuals for further investigation or arrest where circumstances and conditions warrant such action.
- 7.7.12 Respond to medical emergencies to provide first aid, CPR or support as needed until medical personnel arrive.

8.0 REPORTING REQUIREMENTS

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

8.1 Invoices

Contractor must furnish to the County, in a timely manner, true, accurate, and complete Monthly Invoice(s), with all necessary supporting

documentation, as set forth in subsection 5.5, Invoices and Payments, of the Contract.

8.2 Quality Control Plan

Contractor must maintain, update as necessary and provide to CCA, immediately upon request, a detailed Quality Control Plan as specified in Section 3.0, Quality Control, of this SOW.

8.3 Monthly Inspection Report

A Monthly Inspection Report (MIR) is to be completed by the end of each month, and submitted to the CCA with a copy to the DPSS Security Coordinator on the fifteenth (15th) calendar day of the following month for each Location for which services were provided, according to Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone of this SOW, which must provide full details on all services provided, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action must be provided. A complete record of all MIRs conducted by Contractor must be made available upon request by County and include recommendations regarding security and safety as it relates to County facilities, employees, and visitors. Contractor must maintain all MIR records and reports for five (5) years following termination of the Contract.

8.3.1 Security Equipment Report will be part of the Monthly Inspection Report. A Security Equipment Report will be completed for each Location. Contractor must ensure Security Guards and, Security Guard Supervisors are conducting security equipment inspections for the following:

- a) X-ray machines;
- b) Walkthrough metal detectors;
- c) Hand-held metal detectors;
- d) Closed Circuit TV systems;
- e) Panic alarms systems;
- f) Security radios;
- g) Keycard systems;
- h) Perimeter fences; and
- i) Perimeter entrances.

Contractor must provide a monthly Security Equipment Report to the County Contractor Administrator with a copy to DPSS Security Coordinator on the fifteenth (15th) day of every month.

8.4 Recruitment Plan

Contractor must provide the County with a written, detailed recruitment plan for the recruitment and maintenance of a pool of additional personnel (as described in paragraph 6.3.1 of this SOW) to ensure continuity of services under the Contract. This plan must be submitted to the CCA within ten (10) business days of the effective date of this Contract and make changes when requested by County.

8.5 Procedural Manual

Contractor must develop and provide a procedural manual describing how Contractor will inform their employees of procedural changes made by County to its employees, within ten (10) business days of the effective date of this Contract. Contractor must provide a copy of the procedural manual to the CCA.

8.6 Complaint Investigation Procedures

Within ten (10) business days of the effective date of this Contract, Contractor must develop, maintain, and adhere to written procedures for receiving, investigating and responding to complaints by Security Guards, Security Guard Supervisors, members of the public, and/or County personnel as set forth in Contract in subsection 8.5, Complaints. These written procedures will be available for inspection and be provided to the County upon request.

8.7 Firearms List

8.7.1 Contractor must develop and maintain a list of firearms assigned to each Security Guard and Security Guard Supervisor providing services under this contract. The list shall include the make, manufacturer, and serial number of each firearm assigned to each Security Guard or Security Guard Supervisor. The firearms list must be provided to the CCA with a copy to the DPSS Security Coordinator within ten (10) days of the effective date of this contract, with an updated list provided prior to a Security Guard or Security Guard Supervisor being assigned to a Location.

8.7.2 Contractor must be responsible for keeping the firearms list up to date, adding or deleting personnel, and noting other changes as appropriate. Contractor must provide the CCA with updated firearms list upon request.

8.7.3 Contractor must conduct a firearm verification process and provide a written firearm verification. to the CCA on the 15th of August, and on the 15th of April of each contract year. The report must include

firearm make, manufacturer, serial number, and Security Guard assignee' information, including guard card information and firearm permit information. The firearm Verification must be reviewed, verified and signed by the Armed Security Guard and their immediate Security Guard Supervisor, and the Contractor Contract Manager.

8.8 Security Guard and Security Guard Supervisor Training Program Reports

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

- a) Contractor must ensure that all Security Guards, Security Guard Supervisors, and Lead Supervisors remain current in all required training and certifications, including but not limited to required updates provided by County and those listed under Exhibit A-1, SOW Attachment 3. Training may be provided in person or online if it becomes available.
- b) Contractor must establish a method of tracking all required certificates, training, and training updates required under this Contract.
- c) Contractor must provide a training compliance report upon request by the County.
- d) Contractor must request County provided training by notifying the CCA at least sixty (60) calendar days prior to the date training is needed to allow time for coordination and scheduling of the necessary training. The content of County and Contractor training plans are subject to change at the sole discretion of County.
- e) A Training Compliance Report must be kept in each employee's administrative file and shall include:
 - 1. Name of Security Guard or Security Guard Supervisor;
 - 2. Title of training;
 - 3. Date completed;
 - 4. Number of hours;
 - 5. Certificate of completion received; and
 - 6. Future training and date needed.

8.8.2 Security Guard and Security Guard Supervisor Training Records

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

8.8.2.2 The training records must include, but will not be limited to, the following current certifications and information:

- a) Annual Performance Evaluations as required in paragraph 6.3.6, Annual Performance Evaluations of this SOW;
- b) Current Cardiopulmonary Resuscitation Certificate (CPR) Card for Adult, Child and Infant, issued by American Red Cross or equivalent provider;
- c) Current First Aid Certificate for Adult, Child and Infant, issued by American Red Cross or equivalent provider;
- d) Current Guard Registration Card issued by the California DCA, BSIS;
- e) Current permit for baton pursuant to Section 12002 of the California Penal Code;
- f) Current BSIS certification in the use of baton;

- g) Current and unexpired permit to carry ten percent (10%) solution of oleoresin capsicum (pepper spray or pepper gel);
- h) Current California Firearm Permit (Security Guards and Security Guard Supervisors only);
- i) Current State of California Firearms Qualification Card – twice per year, first six months of year and second six months of year (Security Guards and Security Guard Supervisors only);
- j) Valid California Class “C” Driver’s License and/or Identification Card (Driver’s License only if required by position);
- k) Radio procedures training;
- l) Crisis intervention techniques training (if required);
- m) Record of training as specified in Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline and Subsection 6.5, Security Guard and Security Guard Supervisor Training Requirements of this SOW;
- n) Record of Location-specific employee training.

8.8.2.3 In-Service Training Report

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

8.9 Notification of Infectious Potential

- 8.9.1** Contractor must immediately notify the DPSS Security Coordinator and the CCA if any Security Guard or Security Guard Supervisor reports contact with or shows signs or symptoms that could be indicative of an infectious disease. Any Security Guard or Security Guard Supervisor determined to have infectious potential must be removed from his/her Post until it has been determined that the individual is no longer infectious as evidenced by a doctor's note.
- 8.9.2** County may refer, without incurring liability, Contractor, Security Guards and Security Guard Supervisors to health examinations, vaccinations, or other medical treatment which may be necessitated as a result of infection potential notification.
- 8.9.3** Utilizing available public information, Contractor must, make its employees aware of recommended vaccinations for diseases that can be prevented by vaccination.

8.10 Security Guard and Security Guard Supervisor Medical Records

The Contractor must maintain compliance with the Health Insurance Portability and Accountability Act (HIPAA) as set forth in Contract Subsection 9.10 and Exhibit I, Business Associate Agreement under the HIPAA of 1996 of the Contract.

8.11 Daily/Weekly Reporting Documents

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

8.11.1 Security Guard Sign In/Out

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

8.11.2 Security Guard Supervisor Sign In/Out Sheet

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

8.11.3 Security Guard Daily Activity Report (DAR)

Security Guards must note the time and briefly describe events that have taken place each day, such as theft, fire, unauthorized entry to secured area, property damage, bodily injury, etc. DAR must be completed at the end of each shift and available for inspection at the beginning of the next shift. This must be submitted daily to the DPSS Security Coordinator within 24 hours.

8.11.4 Security Guard Supervisor Daily Activity Report (DAR)

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

8.12 Incident Report (IR)

8.12.1 Security Guards and Security Guard Supervisors must report any lost, theft, or misuse or any Contractor-owned or County-owned equipment immediately to the Facility Proprietor, and Contractor Project Manager, by phone and email. Contractor Project Manager will follow up the preliminary notification with a written memorandum or a Contractor's IR to the Facility Proprietor and Security Coordinator via email by the end of shift. Written documentation must include at a minimum: report date; date, time, and Location where item became lost or was stolen; description of missing item and serial number (if applicable); and Contractor and County employees assigned to Post. The DPSS Security Coordinator will immediately follow up with the Facility Proprietor with a copy to the CCA. Facility Proprietor will complete a County SIR regarding the incident.

8.12.2 Security Guards and Security Guard Supervisors must report the loss, theft, or misuse of any weapon, baton, Sam/Sally Browne belt, or ammunition immediately to the Facility Proprietor, and Contractor Project Manager. A written memorandum or Contractors IR describing the missing items, serial number, date of incident, and name of employee assigned to Location must be submitted by the Contractor Project Manager to the Facility Proprietor, DPSS Security Coordinator and County Project

Manager within an hour of incident. The DPSS Security Coordinator will follow up immediately with the Facility Proprietor with a copy to the CCA. Facility Proprietor will complete a County SIR regarding the incident.

- 8.12.3** Security Guards or Security Guard Supervisors must immediately report to the Facility Proprietor, and Contractor Project Manager any incidents requiring fire, law enforcement, health authorities and/or Facility Proprietor response; on any incidents involving: arrest/detention of member of the public or County employee, assault, force used by Security Guard, act or threat of physical violence, attempted suicide, bomb threat, death at the Location, shooting, natural or manmade disaster, incident involving a restraining order, evacuation or partial evacuation, visit by regulatory authorities such as CAL-OSHA, fire, theft, flood, hazardous materials, hostage or barricade, mechanical or power failure, discharge of firearms, bodily injury, allegation of sexual harassment or contact by administrator involving Security Guard. Security Guards or Security Guard Supervisors must immediately follow up on these incidents by preparing a written memorandum or a Contractor IR. Written documentation must describe the incidents in detail and be submitted to the Facility Proprietor, DPSS Security Coordinator and the Contractor Project Manager before the end of the shift, or if incidents occur after hours, the next morning. The DPSS Security Coordinator will immediately follow-up with the Facility Proprietor with a copy to the CCA. Facility Proprietor will complete a County SIR regarding the incident.
- 8.12.4** Security Guards and Security Guard Supervisors must immediately report all incidents that may involve potential property damage or personal injury, as outlined in Post Orders, to Facility Proprietor and Contractor Project Manager. Facility Proprietor will complete a County SIR regarding the incident. If facility proprietor needs written documentation from the Security Guard or Security Guard Supervisor, the Facility Proprietor will forward their request to the DPSS Security Coordinator who will forward the request to the Contractor Project Manager. The Contractor Project Manager will provide the written report or Contractors IR within 24 hours of the request.
- 8.12.5** Any damage or injury resulting from the accidental discharge of a Security Guard's or Security Guard Supervisor's firearm must be the sole liability of Contractor. Security Guard or Security Guard Supervisor must notify the County DPSS Security Coordinator, Contractor Project Manager, and local law enforcement immediately of any accidental discharge and submit a Contractor IR to the County DPSS Security Coordinator within one (1) hour of

incident. The DPSS Security Coordinator must immediately notify the CCA.

- 8.12.6** A Monthly Site Staffing Plans (MSSP) must be completed by the tenth (10th) calendar day of each month by the Contractor for each location. The MSSP must list all the names of the contract guards assigned to the site, based on the number of contract guards indicated on the current Post Order. It is the responsibility of the contractor to provide the MSSP to the DPSS Security Coordinator with a copy to CCA and a copy to the Security Coordinator on the tenth (10th) calendar day of each month, and/or when requested by the County.

9.0 GREEN INITIATIVE

- 9.1** Contractor must use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 9.2** Contractor must notify County’s Contract Administrator of Contractor’s new green initiatives prior to the contract commencement.

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LOCATIONS AND ADDRESSES

LOC	LOCATION NAME	STREET ADDRESS	ZONE	FACILITY ACTIVE	FACILITY INACTIVE	PARKING ACTIVE
1	LANCASTER DISTRICT	349-B E. AVENUE K-6 LANCASTER, CA 93535	1	X		
2	LANCASTER -GR	337 E. AVENUE K-10 LANCASTER, CA 93535	1	X		
3	LANCASTER IHSS	335-C E. AVENUE K-6 LANCASTER, CA 93535	1	X		
4	PALMDALE GAIN/MAXIMUS	1050 E. PALMDALE BLVD. #204 PALMDALE, CA 93550	1	X		
5	SANTA CLARITA BRANCH	27233 CAMP PLENTY RD. CANYON COUNTRY, CA 91351	1	X		
6	BURBANK IHSS/GAIN/MAXIMUS	3307 N. GLENOAKS BLVD. BURBANK, CA 91504	2	X		
7	CHATSWORTH IHSS	21615 PLUMMER ST. CHATSWORTH, CA 91311	2	X		
8	CUSTOMER SERVICE CENTER III	9451 CORBIN AVE. NORTHRIDGE, CA 91324	2	X		
9	GLENDALE DISTRICT	4680 SAN FERNANDO RD. GLENDALE, CA 91204	2	X		
10	SAN FERNANDO VALLEY BRANCH	9188 GLENOAKS BLVD. SUN VALLEY, CA 91352	2	X		
11	WEST VALLEY DISTRICT	21415 PLUMMER ST. CHATSWORTH, CA 91311	2	X		
12	CROSSROADS CAMPUS (WEST BUILDING)	12820 CROSSROADS PARKWAY SOUTH CITY OF INDUSTRY, CA 91746	3	X		
13	CROSSROADS CAMPUS (MAIN BUILDING)	12860 CROSSROADS PARKWAY SOUTH CITY OF INDUSTRY, CA 91746	3	X		
14	CROSSROADS CAMPUS (EAST BUILDING)	12900 CROSSROADS PARKWAY SOUTH CITY OF INDUSTRY, CA 91746	3	X		
15	CROSSROADS CAMPUS (FISCAL OPERATIONS DIVISION/IHSS HELPLINE)	12801 CROSSROADS PARKWAY SOUTH CITY OF INDUSTRY, CA 91746	3	X		
16	CROSSROADS CAMPUS (BUREAU OF HUMAN RESOURCES)	12851 CROSSROADS PARKWAY SOUTH CITY OF INDUSTRY, CA 91746	3	X		
17	CUSTOMER SERVICE CENTER I, IV, AND V/MEDIA	3400 AEROJET AVE. EL MONTE, CA 91731	3	X		
18	EL MONTE/SAN GABRIEL DISTRICTS	3350/3352 AEROJET AVE. EL MONTE, CA 91731	3	X		
19	ATLAS CAMPUS (IHSS OPS II MONTEREY PARK/MIE/ GAIN REGION III)	588 ATLAS AVE. MONTEREY PARK, CA 91755	3	X		
20	PASADENA DISTRICT	955 N. LAKE AVE. PASADENA, CA 91104	3	X		
21	PASADENA SUPPLEMENTAL PARKING	991 N. LAKE AVE. PASADENA, CA 91104	3			X

EXHIBIT A-1, SOW ATTACHMENT 1

LOC	LOCATION NAME	STREET ADDRESS	ZONE	FACILITY ACTIVE	FACILITY INACTIVE	PARKING ACTIVE
22	POMONA DISTRICT	2040 W. HOLT AVE. POMONA, CA 91768	3	X		
23	POMONA GAIN REGION III SUB OFFICE	2255 N. GAREY AVE. POMONA, CA 91767	3	X		
24	POMONA IHSS	360 E. MISSION BLVD. POMONA, CA 91766	3	X		
25	EXPOSITION PARK/ASH/ GAIN REGION IV/CSC VI	3833 SOUTH VERMONT AVE. LOS ANGELES, CA 90037	4	X		
26	GAIN REGION I	5200 W. CENTURY BLVD. LOS ANGELES, CA 90045	4	X		
27	METRO NORTH DISTRICT	2601 WILSHIRE BLVD. LOS ANGELES, CA 90057	4	X		
28	METRO SPECIAL/METRO FAMILY	2707 SOUTH GRAND AVE. LOS ANGELES, CA 90007	4	X		
29	RANCHO PARK DISTRICT	11110 W. PICO BLVD. LOS ANGELES, CA 90064	4	X		
30	SOUTHWEST SPECIAL DISTRICT	1819 CHARLIE SIFFORD DR. LOS ANGELES, CA 90047	4	X		
31	WILSHIRE SPECIAL DISTRICT	2415 W. 6 TH ST. LOS ANGELES, CA 90057	4	X		
32	BELVEDERE DISTRICT	5445 WHITTIER BLVD. LOS ANGELES, CA 90022	5	X		
33	BELVEDERE DISTRICT PARKING STRUCTURE	759 S. BELDEN AVE. LOS ANGELES, CA 90022	5			X
34	CIVIC CENTER DISTRICT	813 E. 4 TH PLACE LOS ANGELES, CA 90013	5	X		
35	CIVIC CENTER DISTRICT PARKING STRUCTURE	321 HEWITT ST. LOS ANGELES, CA 90013	5			X
36	FLORENCE DISTRICT	1740 E. GAGE AVE. LOS ANGELES, CA 90001	5	X		
37	GAIN REGION VI	5460 BANDINI BLVD. BELL, CA 90201	5	X		
38	LINCOLN HEIGHTS DISTRICT	4077 N. MISSION RD. LOS ANGELES, CA 90032	5	X		
39	METRO EAST DISTRICT	2855 E. OLYMPIC BLVD. LOS ANGELES, CA 90023	5	X		
40	METRO EAST DISTRICT PARKING LOT	2813 E. OLYMPIC BLVD. LOS ANGELES, CA 90023	5			X
41	METRO EAST START /TOY LOAN & VOLUNTEER SERVICES	2200 NORTH HUMBOLDT ST. LOS ANGELES, CA 90031	5	X		
42	SOUTH CENTRAL DISTRICT	10728 S. CENTRAL AVE. LOS ANGELES, CA 90059	5	X		
43	INTENTIONALLY OMITTED					
44	VACANT*	8130 SOUTH ATLANTIC AVE. CUDAHY, CA 90201	5		X	
45	COMPTON DISTRICT	211 E ALONDRA BLVD. COMPTON, CA 90220	6	X		

EXHIBIT A-1, SOW ATTACHMENT 1

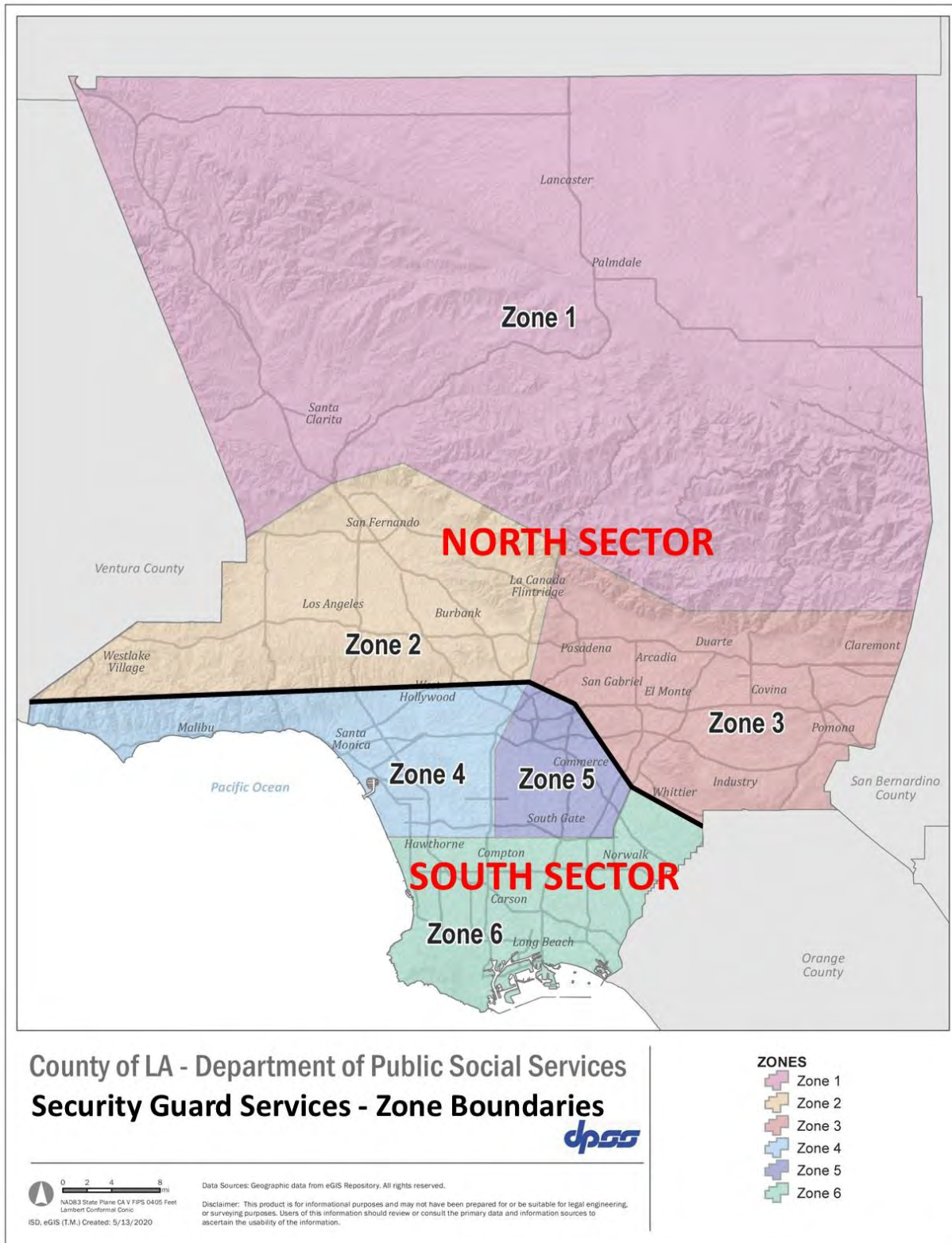
LOC	LOCATION NAME	STREET ADDRESS	ZONE	FACILITY ACTIVE	FACILITY INACTIVE	PARKING ACTIVE
46	DPSS ACADEMY / PROPERTY MANAGEMENT & STRATEGIC SPACE PLAN**	12440 E. IMPERIAL HWY., NORWALK, CA 90650	6	X		
47	HAMILTON CAMPUS (IHSS OPS IV TORRANCE/WFP&I/MEDI-CAL)	20101 HAMILTON AVE. TORRANCE, CA 90502	6	X		
48	INFORMATION TECHNOLOGY DIVISION	14714 CARMENITA RD. NORWALK, CA 90650	6	X		
49	NORWALK DISTRICT	12440 IMPERIAL HWY. NORWALK, CA 90650	6	X		
50	HUGHES CAMPUS (SOUTH SPECIAL/SOUTH FAMILY/ GAIN REGION V/CSC II/CSC VIII)	1500 HUGHES WAY LONG BEACH, CA 90810	6	X		
51	WAREHOUSE LOGISTICS AND ASSET MANAGEMENT SECTION/PSSS	13409 CARMENITA RD. SANTA FE SPRINGS, CA 90670	6	X		

Facility Active/Parking Active: Site needs security

*** Location not currently receiving services.**

**** Location may be relocated in the future.**

Security Guard Services Zone Boundaries



Department of Public Social Services (DPSS)
Minimum Staffing Plan by Zone
NORTH SECTOR

LOC#	SERVICE ADDRESS	# OF GUARDS	POST	TYPE	SHIFT	DAYS	Lunch	DAILY HOURS		
								REG	OT	TOTAL
DPSS	PALMDALE MAXIMUS	1	Lobby Guard #1	Armed	0730 - 1730	Mon - Fri	1 Hour Lunch	8	1	9
1	1050 E PALMDALE BLVD, STE 204	1	Lobby Guard #2	Armed	0730 - 1730	Mon - Fri	1 Hour Lunch	8	1	9
	PALMDALE, CA 93550									
		2		Total Armed				16	2	18
DPSS	LANCASTER GR	1	Lobby Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
2	337 E AVENUE K-10	1	Lobby Guard #2	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
	LANCASTER, CA 93535	1	Patrol & Respond	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		4		Total Armed				32	0	32
DPSS	LANCASTER IHSS	1	Lobby Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
3	335-C E AVENUE K-6	1	Lobby Guard #2	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
	LANCASTER, CA 93535									
		2		Total Armed				16	0	16
DPSS	LANCASTER									
4	349-B E AVENUE K-6	2	Main Lobby Guard #1, #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	16	0	16
	LANCASTER, CA 93535	1	Main Lobby Guard #3	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		5		Total Armed				40	0	40
DPSS	BURBANK IHSS									
5	3307 GLENOAKS BLVD	1	Main Lobby/Weapons Screening Guard	Armed	0700 - 1700	Mon - Fri	1 Hour Lunch	8	1	9.0
	BURBANK, CA 91504									
		1		Total Armed				8	1.0	9.0
DPSS	CSC III									
6	9451 CORBIN AVE	1	Lobby Guard	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	NORTHRIDGE, CA 91324									
		1		Total Armed				8	0	8
DPSS	WEST VALLEY									
7	21415 PLUMMER ST, STE B	1	Main Lobby Guard #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
	CHATSWORTH, CA 91311	2	Main Lobby Guard #2, #3	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	16	0	16
	1800-1900	1	Patrol and Respond Guard #1	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol and Respond Guard #2	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	GAIN Lobby Guard	Armed	0900 - 1900	Mon - Fri	1 Hour Lunch	8	1	9
		1	Patrol & Respond Guard #3	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		7		Total Armed				56	1	57

Department of Public Social Services (DPSS)
Minimum Staffing Plan by Zone
NORTH SECTOR

LOC#	SERVICE ADDRESS	# OF GUARDS	POST	TYPE	SHIFT	DAYS	Lunch	DAILY HOURS		
								REG	OT	TOTAL
DPSS	CHATSWORTH IHSS									
8	21615 PLUMMER ST	1	Lobby Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	CHATSWORTH, CA 91311	1	Lobby Guard #2	Armed	0830 - 1730	Mon - Fri*	1 Hour Lunch	8	0	8
		2		Total Armed				16	0	16
DPSS	GLENDALE	1	Back Door/Parking Lot/2nd Floor Lobby Guard	Armed	0700 - 1600	Mon - Fri	1 Hour Lunch	8	0	8
9	4680 SAN FERNANDO RD	2	Main Lobby/Weapons Screening Guard #1, #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	16	0	16
	GLENDALE, CA 91204	1	Parking Lot/Main Lobby Guard	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Parking/2nd Floor/Main Lobby Guard	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		6		Total Armed				48	0	48
DPSS	SAN FERNANDO BRANCH	1	Main Lobby Guard #1	Armed	0730 - 1630	Mon - Fri	1 Hour Lunch	8	0	8
10	9188 GLENOAKS BLVD	1	Main Lobby Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	SUN VALLEY, CA 91352	1	2nd Floor Lobby Guard	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	Rover Guard	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		6		Total Armed				48	0	48
DPSS	SANTA CLARITA	1	Main Lobby Guard	Armed	0700 - 1600	Mon - Fri	1 Hour Lunch	8	0	8
11	27233 CAMP PLENTY RD	1	Rover Guard	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
	CANYON COUNTRY, CA 91351									
		2		Total Armed				16	0	16
DPSS	PASADENA	1	Main Entrance Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
12	955 N LAKE AVE	1	Main Entrance Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	PASADENA, CA 91104	1	Main Entrance Guard #3	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		4		Total Armed				32	0	32
DPSS	EL MONTE									
13	3350 AEROJET AVE	1	Weapons Screening Guard #1 (Main Lobby)	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	EL MONTE, CA 91731	1	Weapons Screening Guard #2 (CR Lobby)	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Weapons Screening Guard #3 (Main Lobby)	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Command Center Guard (Basement)	Armed	09:00-1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	GR Lobby Guard and Lobby C	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol and Respond Guard	Armed	0645 - 1545	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol and Respond	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		7		Total Armed				56	0	56
DPSS	CSC I (CSC IV / CSC V, MEDIA)	1	Main Lobby Guard	Armed	0645 - 1545	Mon - Fri	1 Hour Lunch	8	0	8
14	3400 AEROJET AVE	1	Parking Lot Guard	Armed	0930 - 1930	Mon - Fri	1 Hour Lunch	8	1	9
	EL MONTE, CA 91731									
		2		Total Armed				16	1	17

Department of Public Social Services (DPSS)
Minimum Staffing Plan by Zone
NORTH SECTOR

LOC#	SERVICE ADDRESS	# OF GUARDS	POST	TYPE	SHIFT	DAYS	Lunch	DAILY HOURS		
								REG	OT	TOTAL
DPSS	POMONA	1	Main Entrance Guard #1	Armed	0700 - 1600	Mon - Fri	1 Hour Lunch	8	0	8
15	2040 W HOLT AVE	1	Main Entrance Guard #2	Armed	0800 - 1800	Mon - Fri	1 Hour Lunch	8	1	9
	POMONA, CA 91768	1	Patrol Guard	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		5	Total Armed					40	1	41
DPSS	GAIN REGION III - POMONA SUB OFFICE	1	Weapons Screening Guard	Armed	0730-1630	Mon - Fri	1 Hour Lunch	8	0	8
16	2255 N GAREY AVE	1	Main Lobby Guard	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
	POMONA, CA 91767									
		2	Total Armed					16	0	16
DPSS	POMONA IHSS	1	Main Lobby/Patrol Guard	Armed	0700-1700	Mon - Fri	1 Hour Lunch	8	0	8
17	360 E MISSION BLVD	1	Patrol Guard	Armed	0900-1800	Mon - Fri	1 Hour Lunch	8	0	8
	POMONA, CA 91766	1	Main Lobby Guard #2	Armed	0800-1700	Mon - Fri	1 Hour Lunch	8	0	8
		3	Total Armed					24	0	24
DPSS	ATLAS (GAIN III, IHSS EL MONTE, MIE)	1	Patrol Guard #1	Armed	0700 - 1600	Mon - Fri	1 Hour Lunch	8	0	8
18	588 ATLAS STREET	1	IHSS Patrol Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	MONTEREY PARK, CALIFORNIA 91755	1	IHSS GAIN Elevator/Security Desk Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Gain Weapons Screening Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Gain Weapons Screening Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		5	Total Armed					40	0	40
DPSS	CROSSROADS CAMPUS	1	Vehicle Patrol Guard #1	Armed Vehicle Patrol	0700 - 2100	*Mon - Thu	1 Hour Lunch	8.0	5	13
19	12801, 12820, 12851, 12860 AND 12900 Crossroads Parkway South, City of Industry, CA 91746	1			0700 - 1830	*Fri	30 min Lunch			
		1	FOD Building Rover Patrol Guard	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8.0	0	8.0
		1**	Vehicle Patrol Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	0.0	0	0.0
		1	BHR/FMD Building Guard	Armed	0630 - 1830	Mon - Fri	1 Hour Lunch	8.0	3	11.0
	*Same post, but different work schedule	3	Facility Total					24.0	8.0	32.0
	Armed Security Guards	69								
	**Pending Placement until the Crossroads Campus reopens	1								
	Total North Sector Armed Security Guards	70								

ARMED SECURITY GUARD SERVICES TRAINING OUTLINE

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

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

1.0 Skills Training Course for Security Guards - Background

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

1.1 Skills Training Course for Security Guards - Overview

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

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

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

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

Contract-specific: Completion prior to start of Contract. Specific trainings as noted on the Training Outline. Test scores of 100% for all courses required by County.

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

Contract-specific: Twenty hours (20) completed prior to start of contract. Twenty-eight hours (28) prior if Firearms training required. Eight hours (8) training by Contractor on Guard’s first day. Specific training as noted on the Training Outline as noted. Test scores of 100% for all courses required by County. Courses pre-selected to meet Contract requirements. Allowable hours are reduced/number of courses increased. CPR and First Aid 8, hours each instead of 4 hours total.

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

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

1.1.2 Skills Training Course for Security Guards - Conclusion

The Contract requires Power to Arrest (PTA) Course, and all but eight (8) hours of the Skills Training Course for Security Guards to be completed prior to start of Contract.

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

1.1.3 Skills Training Course for Security Guards - Summary:

1.1.3.1 Power to Arrest Course:

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

1.1.3.2 Courses required prior to start of Contract:

16 hours mandatory plus 20 hours elective (if unarmed), or 28 hours elective (if armed) 100% test score required on courses completed prior to prior to start of Contract.

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

8 hours elective pre-selected by County Contract Administrator and DPSS Security Coordinator for Contract compliance.

1.1.3.4 Continuing Education:

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

2.0 County-Provided Training - Background

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

2.0.1 County-Provided Training - Mandatory Notification of Training Anniversary Date

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

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

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

2.0.3 County-Provided Specialized Training

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

2.0.4 County-Provided Training - Summary

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

PTA Part One (Power to Arrest)4 hours

Objective: To familiarize and instruct the individual on the training topics delineated at Business and Professions Code Section 7583.7, including, without limitation, legal aspects, techniques, liability, and company requirements relating to the arrest of an individual. The training will utilize the Department of Consumer Affairs' Power to Arrest Training Manual and may include lecture, discussion, exercises and role-playing.

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

PTA Part Two (Weapons of Mass Destruction & Terrorism Awareness)4 hours

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

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

Section Two: Mandatory and Elective Courses Required Prior To Start Of Contract.100% Test Score Required on Each of the Courses Listed

Objective: To familiarize and instruct the individual in basic skills and provide a common body of knowledge in the performance of security guard work. All courses

shall include information and subject matter pertaining to the outline provided.

Additionally, all courses shall include written material, lecture or exercises to assure that the individual comprehends the subject matter presented. Every newly licensed or employed armed security guard shall complete two of the mandatory courses within thirty (30) days from the day the guard's registration card is issued or the day the guard begins employment. The remaining two mandatory courses each consisting of four (4) hours of instruction, shall be completed within the first six (6) months from the day the guard registration card is issued or the day the guard begins employment as a security guard. Pursuant to Business and Professions Code Section 7583.6(b) the following outline includes subjects that shall be taught and the maximum number of hours that will be allowed for completion of the Mandatory Courses.

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

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

Contract specific: Training shall include topics set forth in Technical Exhibit B- 4, Statement on Workplace Equality and Acknowledgement of Receipt of the SOW, including expectations for the behavior of Security Guards and Security Guard Supervisors. Topics may include, but are not limited to: 1) Recognizing Civil Rights Discrimination; 2) Recognizing persons preferred spoken language; 3) Recognizing persons with disability and need to provide disability accommodations; and 4) Recognizing ADA Title II Service Animals.

B. Observation and Documentation (Mandatory) 4 hours

1. Report Writing
2. English as a Second Language

3. Observation and Patrol Techniques
4. Asking Appropriate Questions
5. Observing Suspects / Suspicious Activity

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

C. Communication and Its Significance (Mandatory) 4 hours

1. Internal

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

2. External

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

Contract specific: Training shall include handouts of phone numbers for DPSS Security Coordinator and Location and/or Post specific internal, external, and emergency response contacts and communications protocols.

D. Liability/Legal Aspects (Mandatory) 4 hours

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

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

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

1. American Red Cross Courses

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

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

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

BSIS Certified Course in Firearms Training - Armed Guards (Elective/Mandatory for Contract) 8 hours

Section Three: Elective Courses Required to be Provided Onsite by Contractor on Guard's First Workday

Post Orders and Assignments 2 hours

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

Employer / County Policies / Orientation to Assignment 2 hours

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

Evacuation Procedures1 hour

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

Officer Safety0.5 hour

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

Access Control0.5 hour

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

Handling Difficult People1 hour

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

Workplace Violence1 hour

1. Detecting Unusual Behavior/Warning Signs

- Worker to Worker
- Client to Customer
- Supervisor to Subordinate

2. Anger Management

3. Valuing Diversity

4. Personal Security

5. Reporting

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

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

Section Five: Annual and/or Continuing Education Training**8 hours**

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

STATEMENT ON WORKPLACE EQUALITY AND ACKNOWLEDGEMENT OF RECEIPT

Statement on Workplace Equality

This Statement on Workplace Equality is intended to preserve the dignity and professionalism of the workplace as well as protect the right of County employees and participants to be free from discrimination, harassment, and retaliation. Discrimination, harassment, and retaliation are absolutely contrary to the values of County of Los Angeles. Discrimination, harassment and retaliation are also illegal under local, state, and federal law.

The Department will not tolerate unlawful discrimination on the basis of national origin (including language), color, race, ancestry, ethnic group identification, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, domestic partnership, medical condition, genetic information, religion, political affiliation, physical or mental disability, citizenship, immigration status or any other applicable basis, nor will it tolerate unlawful harassment or retaliation against an individual engaging in a protected activity, such as filing a complaint, complaint, testifying or participating in any manner in any investigation, proceeding, or hearing.

As a preventive measure, the Department also will not tolerate inappropriate conduct toward others based on a protected status even if the conduct does not meet the legal definition of discrimination or harassment.

All Contractor personnel are responsible for conducting themselves in accordance with this Statement on Workplace Equality. Violations will lead to prompt and appropriate Departmental action including, but not limited to, investigation, relocation and/or removal from County assignment, and/or revocation of background clearance.

All Contractor personnel are responsible for understanding the definitions of prohibited conduct contained in this Statement on Workplace Equality.

“Discrimination” is the disparate or adverse treatment of an individual based on or because of that individual’s national origin (including language), color, race, ancestry, ethnic group identification, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, domestic partnership, medical condition, genetic information, religion, political affiliation, citizenship, immigration status, physical or mental disability, any other applicable basis.

“Sexual harassment” includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature which meets any one of the following three criteria:

- 1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- 2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- 3) Such conduct has the purpose or effect of unreasonably interfering with the individual's employment or creating an intimidating, hostile, offense, or abusive working environment.

Harassment of an individual because of the individual's national origin (including language), color, race, ancestry, ethnic group identification, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, domestic partnership, medical condition, genetic information, religion, political affiliation, citizenship, immigration status, physical or mental disability, any other applicable basis is also discrimination and prohibited by federal and/or state civil rights statutes. "Discriminatory harassment other than sexual" is conduct which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, offensive, or abusive work environment.

"Third-person harassment" is indirect harassment of a bystander, even if the person engaging in the conduct is unaware of the presence of the bystander. When an individual engages in harassing behavior, he or she assumes the risk that someone may pass by or otherwise witness the behavior. The Department considers this to be the same as directing the harassment toward that individual.

"Inappropriate conduct toward others" is any physical, verbal, or visual conduct based on or because of national origin(including language), color, race, ancestry, ethnic group identification, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, domestic partnership, medical condition, genetic information, religion, political affiliation, citizenship, immigration status, physical or mental disability, or any other applicable basis when such conduct reasonably would be considered inappropriate for the workplace.

This provision is intended to stop inappropriate conduct before it becomes unlawful discrimination or harassment. As such, the conduct need not be pervasive or repeated in order to violate the statement of workplace equality. An isolated derogatory comment, joke, racial slur, sexual innuendo, etc., may be grounds for removal, relocation, or revocation of background clearance. Similarly, the conduct need not be unwelcomed to the party against whom it is directed; if the conduct reasonably would be considered inappropriate for the workplace, it will violate the statement of workplace equality.

"Retaliation" is an adverse action against another for reporting an incident or filing a complaint of conduct that violates this statement of workplace equality or the law or

participating in an investigation or otherwise exercising their rights or performing their duties under this statement or the law.

Depending on the facts and circumstances, the following are examples of conduct that may violate this statement of workplace equality:

- Posting, possessing, sending soliciting or displaying in the workplace sexually suggestive, racist, “hate-site” related, or obscene letters, notes, invitations, cartoons, posters, facsimiles, electronic mail or web links;
- Verbal conduct such as whistling and cat calls, using or making lewd or derogatory noises or making graphic comments about another’s body, or participating in explicit discussions about sexual experiences and/or desires;
- Verbal conduct such as using sexually, racially, or ethnically degrading words or names, using or making racial or ethnic epithets, slurs, or jokes;
- Verbal conduct such as comments or gestures about a person’s physical appearance which have a racial, sexual, disability-related, religious, age or ethnic connotation or derogatory comments about religious differences and practices;
- Physical conduct such as touching, pinching, massaging, hugging kissing, rubbing or brushing the body, making sexual gestures, impeding or blocking an individual’s passage or normal movements;
- Visual conduct such as staring, leering, displaying or circulating sexually suggestive objects, pictures, posters, photographs, cartoons, calendars, drawings, magazines, computer images or graphics;
- Sexual advances or propositions, including repeated and unwanted requests for a date;
- Retaliation in any form, including withholding work-related information, giving punitive work assignments, or denial of job benefits; and
- Hazing based on any protected status, including withholding assistance, giving demeaning, unattainable, or unnecessary job assignments, or ignoring the presence of a co-worker.

This list is not exhaustive. Any conduct which is retaliatory or based on or because of national origin(including language), color, race, ancestry, ethnic group identification, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, domestic partnership, medical condition, genetic information, religion, political affiliation, citizenship, immigration status, physical or mental disability or any other applicable basis may also violate this Statement on Workplace Equality.

Statement on Workplace Equality

Acknowledgement of Receipt

I acknowledge that I have received a copy of the Statement on Workplace Equality.

I have read and understand the Statement on Workplace Equality and will act in accordance with the statement as a condition of beginning and continuing my employment as a contract armed security guard on a County Contract.

I understand that if I have questions or concerns at any time about the Statement on Workplace Equality, I will consult a Security Guard Supervisor, Branch Manager, or Human Resources Department for my company.

Contract security member signature

Date

Contract security member name (please print)

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART ONE OF TWO
SECURITY GUARD SERVICES**

PERFORMANCE REQUIREMENTS SUMMARY

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

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

1. Require Contractor to report any performance deficiencies to the Facility Proprietor. Contractor shall provide a response on how to remedy the deficiency.
2. At the request of the County, require Contractor to develop and implement a Corrective Action Plan subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
3. Reduce payment to Contractor by a computed amount based on the assessment(s) in the PRS.
4. Reduce, suspend, or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
5. Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days will constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor failure to perform said service(s), as determined by County, will be credited to County on Contractor's future invoice.

This section does not preclude County's right to terminate the Contract upon not less than ten (10) days written notice with or without cause, as provided for in the Contract, paragraph 8.42, Termination for Convenience.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
1. Contract: Subsection 7.7 - Background and Security Investigations	All Contractor staff performing work under this Contract must undergo and pass a background investigation, to the satisfaction of the County, as a condition of beginning and continuing to work under this Contract, and as a condition for promotion to a supervisory position under this Contract.	100%	Review of report	\$50 per day late.
2. Contract: Subsection 8.28, Nondiscrimination and Affirmative Action	The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of the Contract, County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Contract.	100%	Inspection and Review	\$500 for each violation

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
3. Contract: Subsection 9.11 - Injury and Illness Prevention Program	Contractor will be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulation's that requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program. Contractor must provide a copy of the IIPP to the CCA within 10 days of commencement of services.	100%	Review and Inspection	\$50 per occurrence
4. Contract: Subsection 9.1.7 Enforcement and Remedies #1	Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the rights/remedies identified.	100%	Review of report	\$100 per late or incomplete Certified Monitoring Reports.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
5. Contract Subsection 9.1.7 Enforcement and Remedies #2	Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach the County may, in its sole discretion, exercise any or all of the rights/remedies identified.	100%	Review Payroll Report	\$50 per employee per day for each and every instance of underpayment to an employee
6. SOW: Section 3.0, Quality Control	Contractor must establish, maintain and utilize a comprehensive Quality Control Plan as a self-monitoring tool to ensure the County receives a consistently high level of service throughout the term of the Contract that meets or exceeds all requirements. In the event the requirements and/or policies and procedures change during the term of the Contract, Contractor must update the Quality Control Plan and submit such updated plan to CCA.	100%	Inspection and Review	\$100 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
7. SOW: Subsection 3.4, Performance Evaluation Meetings	County and Contractor must meet at least quarterly, and more frequently if deemed necessary, to discuss the status of the Contract, new or ongoing problems, and other issues.	100%	Inspection and review of Sign-in Sheet	\$100 per occurrence
8. SOW: Subsection 3.5, Review of Monthly Inspection Reports (MIR)	Contractor must submit all scheduled and unscheduled inspection reports to CCA with a copy to the DPSS Security Coordinator on a monthly basis.	100%	Inspection and Review of Reports	\$100 per occurrence
9. SOW: Subsection 3.6, Contract Discrepancy Report (CDR)	Contractor must respond to a CDR prepared by County and submit a plan to correct deficiency within the time specified.	100%	Observation and Inspection	\$50 per day after time specified

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
10. SOW: paragraph 4.1.3, Supervision	Security Guards must be adequately supervised by Security Guard Supervisors. Contractor must employ at least one (1) Lead Supervisor per Zone, in addition to the one (1) Security Guard Supervisor for every ten (10) Security Guards as required on Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. Security Guard Supervisors assigned to the field must travel to their assigned Locations on a regular basis to oversee their subordinates.	100%	Inspection and Review	Open Post assessment of \$500 per post, per day until post filled; liquidated damages of \$1,000 per day upon third occurrence in 30-day period.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
11. SOW: Paragraph 4.1.5, Contractor Living Wage Staffing Plan	Contractor must prepare a staffing plan using full-time employees. Staffing plans must be prepared for each Location, using SOW Attachment 7, Living Wage Staffing Plan to demonstrate how Contractor intends to fill each post using full-time employees. Contractor must provide details of Post coverage. The Living Wage Staffing Plan must be submitted for each Location for review and approval by CCA at least thirty (30) calendar days prior to commencement of work under the Contract. In the event that County's staffing requirements change during the term of the Contract, Contractor must provide a revised SOW Attachment 7, Living Wage Staffing Plan for each Location for CCA approval, based on County's revised requirements, as specified in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone.	100%	Inspection and Review	\$50 per day after time specified

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
12. SOW: paragraph 4.1.6, Open Post, sub-paragraph 4.1.6.1 & sub-paragraph 4.1.6.4	Contractor must provide sufficient Security Guards and Security Guard Supervisors, including relief for breaks and meal periods to ensure there are no Open Posts at any time. Security Guard Supervisor coverage must be provided for all Zones, according to County's staffing plan requirements set forth in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone and the required ratio of one (1) Security Guard Supervisor for ten (10) Security Guards must be maintained at all times, in addition to the required one (1) Lead Supervisor per Zone.	100%	Inspection and Review	Withholding of up to full amount of any invoice otherwise due; liquidated damages of \$100 per post, per day until post filled; liquidated damages of \$500 per day upon third occurrence in 30 day period; possible termination for default of Contract for continue failure to perform; and debarment for up to three years.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
13. SOW: Paragraph 4.1.6, Open Post, sub-paragraphs 4.1.6.6	The Contractor must report any absences to the DPSS Security Coordinator and the Facility Proprietor the day before a planned absence or thirty minutes prior to Security Guard or Security Guard Supervisor work reporting time for unplanned absences through the Contractor's automated system or any alternate reporting mechanism approved by the County.	100%	Inspection and Review	\$50 per unapproved occurrence beyond the thirty (30) minutes specified.
14. SOW: Paragraph 4.1.6, Open Post, sub-paragraphs 4.1.6.9	In the event that a Security Guard or Security Guard Supervisor must take unplanned leave during the workday, Contractor must send a replacement Security Guard or Security Guard Supervisor within one (1) hour or less of the Security Guard or Security Guard Supervisor's absence, with the replacement Security Guard or Security Guard Supervisor completing the remaining work schedule.	100%	Inspection and Review	\$50 per unapproved occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
15. SOW: Paragraph 4.1.6, Open Post, sub-paragraphs 4.1.6.7	Contractor must ensure that the Posts for the public lobby entrance(s) are filled at all times to ensure that District Office lobbies can open timely. At least one (1) Security Guard must be at the weapon screening post at all times during lobby hours.	100%	Inspection and Review	\$1,000 per occurrence.
16. SOW: Subsection 4.2, Unscheduled Work Due to Security Incident; paragraph 4.2.3	All authorized unscheduled work due to security incident must commence as specified by DPSS Security Coordinator or Facility Proprietor.	100%	Inspection and Review of Records	Withholding of invoice amount due for unscheduled work provided without written authorization.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
17. SOW: Subsection 4.3, Security Guard and Armed Security Guard Supervisor Overtime, paragraph 4.3.1	Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act regarding payment of overtime, consistent with Contract, Subsection, 8.19, Fair Labor Standards. County may report Contractor's non-compliance with the California Labor Code to the California Labor Commissioner.	100%	Review log sheets and research State Labor Commission records	\$100 per occurrence per employee plus a report to State Labor Commission if not remedied.
18. SOW: Subsection 4.3, Security Guard and Armed Security Guard Supervisor Overtime, paragraph 4.3.2	Contractor must monitor and ensure that each of its Security Guards and Security Guard Supervisors work no more than thirty-six (36) hours per week of overtime on any County assignment.	100%	Observation, review of log sheets and random site visits	\$100 per unauthorized occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
19. SOW: Subsection 4.4, Services in Emergency Situations	In the event of an emergency situation, Contractor must continue to provide services under the Contract. Contractor must continue to provide adequate staffing to ensure continued services to the extent determined by County.	100%	Inspection and Review	\$100 per occurrence
20. SOW: Subsection 4.5, Holidays, paragraph 4.5.3	When twenty-four (24) hour/seven (7) day a week coverage is required at specified Locations, Contractor will be required to provide services on County-recognized holidays.	100%	Observation and Review	\$100 per occurrence for failure to provide required service.
21. SOW: Section 1.0, Scope of Work, Subsection 1.2	In addition to the staffing required in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, a minimum of ten (10) percent additional security guard personnel who are cleared, trained, certified, and equipped must be available for deployment at any time by Contractor throughout the term of the Contract. The ten (10) percent additional security guard personnel must include on-call security guard staff available with the same requirements listed above to maintain the level of service required in the contract to ensure no open posts.	100%	Review of Contractor employment records and inspection	\$50 per person short of the ten (10) percent, per inspection.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
22. SOW: Paragraph 6.3.3, Administrative File	Contractor must maintain an Administrative File for each employee scheduled for a background investigation and prior to the start of Contract. The Administrative File must contain copies of the items listed in subparagraphs 6.3.3.1 – 6.3.3.2 of Exhibit A, SOW.	100%	Review	\$50 per incomplete administrative file, per occurrence.
23. SOW: Subparagraph 6.3.3.3 - Preliminary and Annual Physicals/Examination/Testing/Proof of Vaccination	Contractor must provide initial physical examination and testing, and provide proof of vaccination, as specified, for all Security Guards, Security Guard Supervisors; including any employee designated as Contractor Project Manager, Lead Supervisor, and Contractor Contract Manager assigned to provide services under this Contract at the time the Administrative file is submitted for County review, and annually thereafter.	100%	Observation and Inspection	\$50 per employee with incomplete/out-of-date physical examination records.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
24. SOW: Sub-paragraph 6.4.1, Uniforms/Identification Badges, sub-paragraph 6.4.1.1	The Contractor must ensure that all on-duty Security Guards and Security Guard Supervisors wear complete DPSS approved uniforms. The Contractor must provide all employees providing services under the Contract with a DPSS approved uniform as specified in 6.4.1.3. Uniforms must be the same for all assigned Security Guards and Security Guard Supervisors, unless an exception is required or approved by the DPSS Security Coordinator.	100%	Observation	\$50 per occurrence
25. SOW: paragraphs 6.4.2, Security Guard Equipment/Accessories & 6.4.3, Materials and Equipment	All armed Security Guards and Security Guard Supervisors (including relief, as required) must be equipped by the Contractor with at least the equipment and accessories specified in paragraphs 6.4.2; & 6.4.3 of the SOW.	100%	Observation	\$50 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
26. SOW: sub-paragraph 6.4.3.1, Radios	Contractor must provide hand-held radios, desktop radio(s), batteries, radio charger, supplies, and maintenance for radios, as specified in subparagraph 6.4.3.1, of the SOW.	100%	Observation	\$50 per occurrence for inoperable radios or missing radio equipment or supplies
27. SOW: Paragraph 6.4.4, Vehicles, subparagraphs 6.4.4.1 & 6.4.4.5	Contractor must provide vehicles for Contractor's relief personnel and Security Guard Supervisors to enable them to provide relief, make their rounds of inspections, conduct random site visits, and fulfill relief and supervisory responsibilities at the different Locations. Contractor must maintain and provide, upon request by County, a current Vehicle List.	100%	Observation and Inspection of work schedules and records	\$50 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
28. SOW: Subsection 6.5, Security Guard and Armed Security Guard Supervisor Training Requirements, paragraph 6.5.1	A detailed outline of all required training is provided in Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline. Any required certifications must be validated and documented on employee training records, as specified in Subsection 8.8, Security Guard and Security Guard Supervisor Training Program Reports, of the SOW.	100%	Observation and Inspection	\$50 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
29. SOW: sub-paragraph 6.5.1.2	Contractor must submit to CCA, within ten (10) business days of the effective date of this Contract, quarterly, and upon County request a report of the training courses completed by Security Guards and Security Guard Supervisors performing services under the Contract. This report must include a roster of Security Guards and Security Guard Supervisors, and each training course attended, as well as a schedule of ongoing training and future training requirements for employees as specified in Exhibit A, SOW, Section 8.0, Reporting Requirements.	100%	Observation and Inspection	\$50 per day
30. SOW: paragraph 6.5.3	Contractor must ensure all Security Guards and Security Guard Supervisors are trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked by the user daily for safety. All Security Guards and Security Guard Supervisors must be provided with, and trained in the use of, safety and protective equipment by the Contractor according to OSHA standards.	100%	Observation and Inspection	\$50 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
31. SOW: paragraph 6.5.6, Weapon Screening, Magnetometer, and X-ray Machine Training	Contractor must provide weapon screening, magnetometer, and X-ray machine training to Security Guards and Security Guard Supervisors located at Locations having such equipment. Such training must be provided at the time Armed Security Guard and Security Guard Supervisors are assigned to Post. Contractor must certify that Security Guard and Security Guard Supervisors are competent in equipment use, as set forth in Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline.	100%	Observation and Inspection	\$50 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
32. SOW: paragraph 6.5.7, Quarterly Customer Service Training	Every three (3) months, the Contractor must provide one (1) hour of Customer Service Training instruction to all assigned Security Guard and Security Guard Supervisor personnel and verification must be provided to the CCA upon request. Quarterly Customer Service Training must include topics set forth in Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline under Section Two: Mandatory and Elective Courses Required to be maintained in Administrative File, paragraph A, Public Relations, Community and Customer (Mandatory) and topics set forth in Exhibit A-1, SOW Attachment 4, Statement on Workplace Equality and Acknowledgement of Receipt of this SOW. Contractor must ensure Security Guard and Security Guard Supervisor personnel continuously display courtesy, cultural sensitivity, good manners, and a professional and respectful demeanor. These courses are mandatory in addition to the continuing education courses specified in Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline of this SOW under Section Five: Annual and/or Continuing Educational Training.	100%	Observation, review and Inspection of Records	\$50 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
33. SOW: Subsection 6.6, Contractor Office	Contractor must provide an after-hours phone number that will be staffed by Contractor staff	98%	Observation	\$25 per hour beyond the one (1) hour call back time.
34. SOW: Subsection 6.7, Contractor Continuity of Operational Planning (COOP) and Disaster Preparedness Plan - Emergency Response	Prepare a COOP and Disaster Preparedness Plan for each Location within thirty (30) calendar days of commencement of the Contract. Final approval of the COOP will be provided in writing by the DPSS Senior Disaster Services analyst. Any additional revisions will be due within ten (10) business days upon DPSS Senior Disaster Service Analyst request. The COOP and Disaster Preparedness Plan requirements are to be met completely and at all times, as specified in paragraphs 6.7.1 and 6.7.2 of this SOW.	100%	Observation, review and Inspection of Records	\$500 per unexcused occurrence for failure to comply with any component of the COOP and Disaster Preparedness Plan requirement; and, if non-compliance persists, possible termination for default of Contract for continued failure to perform; and debarment for up to three years.

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SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
35. SOW: Subsection 7.1, Security Guard and Armed Security Guard Supervisor General Requirements and Qualifications, paragraph 7.1.1	Security Guards and Security Guard Supervisors must possess basic writing skills and computer knowledge for notetaking and completing report forms, the ability to write and speak in English, the ability to work with the public and with County employees in a courteous and respectful manner, and the ability to accept responsibility and work independently.	100%	Observation, random and/or scheduled inspection of reports	\$50 per occurrence per employee
36. SOW: Subsection 7.1, Security Guard and Armed Security Guard Supervisor General Requirements and Qualification, paragraph 7.1.2	Security Guards and Security Guard Supervisors must have satisfactorily completed California DCA, BSIS, and County training requirements as required in this SOW and otherwise.	100%	Observation and inspection of reports	\$50 per occurrence per employee

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SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
37. SOW: Subsection 7.1, Security Guard and Armed Security Guard Supervisor General Requirements and Qualification, paragraph 7.1.4	Security Guards and Security Guard Supervisors must have a working knowledge of pertinent California Penal Code Sections (i.e., power of arrest, and search and seizure).	100%	Observation and inspection of employee files	\$50 per occurrence per employee
38. SOW: Subsection 7.1, Security Guard and Armed Security Guard Supervisor General Requirements and Qualification, paragraph 7.1.5	Security Guards and Security Guard Supervisors must keep current and have the proper and current certificates and licenses required to perform the services under the Contract, including but not limited to those specified in paragraph 6.3.3, Administrative File, of this SOW.	100%	Inspection of employee files and reports	\$50 per occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
39. SOW: Subsection 7.1, Security Guard and Armed Security Guard Supervisor General Requirements and Qualification, paragraph 7.1.6	Security Guards and Security Guard Supervisors must be in good physical condition and must be able to carry out all work requirements specified in the Contract.	100%	Observation and inspection of employee files and management reports	\$50 per occurrence per employee
40. SOW: Subsection 7.1, Security Guard and Armed Security Guard Supervisor General Requirements and Qualification, paragraph 7.1.7	Security Guards and Security Guard Supervisors must receive site-specific training provided by the Contractor, as applicable, prior to beginning work under the Contract, as stated in the Post Orders developed and provided by the DPSS as described in SOW sub-paragraph 5.2.5.1, Post Orders: County form and subsection 6.5, Security Guard and Security Guard Supervisor Training Requirements.	100%	Observation and inspection of employee files and management reports	\$50 per occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
41. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.1	Security Guards and Security Guard Supervisors must not eat, read, or use personal radios, cellular telephones, televisions, any kind of electronic entertainment devices, Compact Disc players, or tape players at their Posts at any time.	100%	Observation and inspection	\$50 per occurrence per employee
42. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.2	Security Guards and Security Guard Supervisors must be in full uniform, punctual, remain awake, alert, and attentive during their shifts, without exception in accordance with General Post Orders and/or Site Specific Post Orders.	100%	Observation and random site visits	\$100 Open Post assessment per occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
43. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.3	Security Guards and Security Guard Supervisors must report to work in full uniform attire as specified in paragraph 6.4.1, Uniforms/Identification Badges of this SOW with all required equipment/accessories as specified in paragraph 6.4.2, Security Guard Equipment/Accessories and with all materials and equipment as specified in paragraph 6.4.3, Materials and Equipment of this SOW.	100%	Observation and inspection	\$50 per occurrence per employee
44. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.4	Security Guards and Security Guard Supervisors must not remove or borrow items owned by County employees. Such items include, but are not limited to, radios, heaters, fans, etc.	100%	Observation and random site inspection	\$50 per occurrence per employee

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SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
45. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.5	Contractor is responsible for filling assigned Posts at all times according to the schedule set forth in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone of this SOW. Security Guards and Security Guard Supervisors must not leave their assigned Posts until properly relieved. Contractor will be responsible for payment of relief staff and coverage, including relief that covers lunch and break times.	100%	Observation, inspection of timesheets, management reports and random site visit	\$100assessment per occurrence per employee
46. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.6	Security Guards and Security Guard Supervisors must not use any County telephones except for the purpose of making or receiving calls to or from their supervisors, emergency contacts, or County representatives.	100%	Observation and inspection	\$50 per occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
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SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
47. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.7	Security Guards and Security Guard Supervisors must present a professional demeanor at all times. Excessive socializing with the public, County employees, or other Security Guards and Security Guard Supervisors during working hours is prohibited.	100%	Observation and random site visits	\$50 per occurrence per employee
48. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.8	Security Guards and Security Guard Supervisors must maintain their Post desk in a neat and presentable manner.	100%	Observation and inspection	\$25 per occurrence per employee
49. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.9	Security Guards and Security Guard Supervisors must have a good working knowledge of lawful public restraint procedures.	100%	Observation	\$100 per occurrence per employee
50. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.10	Security Guards and Security Guard Supervisors must react immediately and take command of security incidents and use sound judgment and discretion in handling unruly members of the public.	100%	Observation and random site inspection	\$50 per occurrence per employee

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SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
51. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.11	Security Guards and Security Guard Supervisors, and other Contractor employees, must not store firearms or contraband in County locations. Security Guards and Security Guard Supervisors and other Contractor employees must not bring firearms, other than those approved for their use under the Contract, into County Locations. Security Guards and Security Guard Supervisors and other Contract employees must not bring visitors into County Locations.	100%	Observation and random site visits	\$250 per occurrence per employee
52. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.1	Sign-in and sign-out each day using both an Electronic Post Confirmation System and a hard copy Security Guard Sign In/Out Sheet, provided by the Contractor and located at each Post. Guards must report to work on time and hold over on assigned duties until relieved.	100%	Observation, inspection of time sheets and random site visits	\$50 per occurrence per employee
53. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.2	Operate and test weapon screening equipment, including x-ray machine and magnetometers, both screen-operated and hand-held, CCTV systems, and panic alarms systems, if required.	100%	Observation and random site visit	\$50 per occurrence per employee

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SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
54. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.4	Detain individuals for further investigation when circumstances and conditions warrant such action and there is reasonable suspicion and cause to do so. As soon as safely possible, but no later than one (1) hour from the detention, they must report such actions to the Facility Proprietor.	100%	Observation, review of written incident and other management reports	\$50 per occurrence per employee
55. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.5	Physically intervene in emergency situations, in accordance with all legal restraint requirements, when necessary to prevent injurious acts to persons or property within County property. Contract guards must conduct searches, as required, for firearms and contraband, and provide details on individuals for investigations, detention or arrest.	100%	Observation, review of written incident reports and other management reports	\$500 per occurrence per employee
56. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.7	Investigate questionable acts or behavior observed or reported on County property and question witnesses and suspects to ascertain or verify facts.	100%	Observation and review of incident reports	\$50 per occurrence

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SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
57. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.8	Provide Security Guard escort services to and from buildings and vehicles within County property, which includes but may not be limited to County parking lots, County parking structures, lobbies, foyers, and County driveways, as directed by on site Facility Proprietor and as duties permit, to members of the public or County employees.	100%	Observation and random site visit	\$50 per occurrence per employee
58. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.9	Monitor the security of safe and secure areas within each Location where equipment or items of value are stored.	100%	Observation, review of written incident reports and other management reports	\$50 per occurrence per employee
59. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.10	Lock and unlock gates and doors as directed in Site-Specific Post Orders or by District Director, or Facility Proprietor during emergency situations.	100%	Observation, site inspection and review of reports	\$50 per occurrence per employee

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SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
60. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.12	Ensure that only authorized personnel are permitted access to closed or restricted Locations or areas and detain unidentified or unauthorized individuals as directed by Site-Specific Post Orders. Visually inspect all persons, including County employees, for proper identification and require such individuals to sign in and sign out of a Location, as required in Site-Specific Post Orders.	100%	Observation and review of incident reports	\$100 per occurrence
61. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.13	Raise and lower flags at designated times according to General Post Orders and, Site-Specific Post Orders.	100%	Observation and random site visit	\$50 per occurrence
62. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.14	Respond to reports of ill or injured visitors, patrons, or employees; render first aid and notify local law enforcement and/or emergency personnel. Report incident to DPSS personnel or Facility Proprietor as soon as practicably feasible and request further assistance if necessary.	100%	Observation and review of written incident reports	\$100 per occurrence

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SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
63. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.15	Relay reports of bomb threats immediately to corresponding law enforcement agency, Facility Proprietor and DPSS personnel, and participate in bomb searches organized by corresponding law enforcement agency or other law enforcement agency personnel.	100%	Observation and review of written incident reports	\$500 per occurrence per employee
64. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.17	Monitor panic alarm systems, electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots, as required in in General Post Orders and, Site-Specific Post Orders.	100%	Observation and review of incident reports	\$50 per occurrence
65. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.18	Receive additional training in the use of Contractor-provided radio equipment, including knowledge of all appropriate codes, and ensure that such equipment is properly used, stored and maintained as required by Location. Contractor is required to provide all radios for Security Guards and at least one radio for each Facility Proprietor, as specified in sub-paragraph 6.4.3.1, Radios of this SOW.	100%	Observation and inspection	\$50 per employee per week

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SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
66. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.19	Conduct regular foot and vehicle patrols of Locations, utilizing Contractor-issued motor vehicles, as required in General Post Orders, Site-Specific Post Orders, or as directed by the Facility Proprietor. Conduct vehicle traffic control services when requested by the Facility Proprietor.	100%	Observation, random inspections and review of reports	\$50 per occurrence
67. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.20	Security Guard and Security Guard Supervisor must possess working knowledge of assigned Location; and procedures for reporting and/or correcting hazardous conditions.	100%	Observation and review of written incident reports	\$50 per occurrence
68. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, paragraph 7.3.21	Monitor parking and issue parking violation notices as directed in General Post Orders, Site-Specific Post Orders, or as directed by the Facility Proprietor.	100%	Observation and random site visits	\$50 per occurrence
69. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, sub-paragraph 7.3.22.1	Security Guards must not store any firearms, firearm accessory, baton, ammunition, or Sam/Sally Browne belt at any Location where services under the Contract are being provided.	100%	Observation, random inspection and written incident reports	\$200 per occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
70. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, sub-paragraph 7.3.22.2	Security Guards must not remove firearms, batons, Sam/Sally Browne belts from their persons or leave such items unattended at any Location, unless under extreme emergency or in a life-threatening situation, or unless specifically authorized, in writing, by DPSS Security Coordinator.	100%	Observation, inspection and written incident reports	\$500 per occurrence per employee
71. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, sub-paragraph 7.3.22.4	Security Guards and Security Guard Supervisors must not clean firearms at any Location at any time.	100%	Observation, inspection and review of written incident reports	\$200 per occurrence per employee
72. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, sub-paragraph 7.3.22.5	Security Guards and Security Guard Supervisors must not bring in, and must not use, unauthorized firearms, holsters, and ammunition at any Location at any time.	100%	Observation, random site visits and written incident reports	\$200 per occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
73. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, sub-paragraph 7.3.22.6	In the event of an incident involving serious misuse of authority or violation of firearm regulations by Security Guard or any Contractor employees, the County may proceed with and conduct an administrative investigation. Contractor must fully cooperate with County in such situation, including, but not limited to, submitting documentation requested by the County.	100%	Interview, inspection of documents and written incident reports	\$500 per occurrence per employee
74. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, sub-paragraphs 7.3.22.7 and 7.3.22.8	Contractor must maintain all firearms, ammunition, and accessories in good working condition. Firearms and ammunition used by Security Guards and Security Guard Supervisors will be subject to inspection by authorized County personnel at any time.	100%	Observation, random and scheduled inspections	\$200 per occurrence
75. SOW: Subsection 7.4, Armed Security Guard Supervisor Duties, paragraphs 7.4.1	Provide direction and instruction to posted and/or patrolling Security Guards by making daily rounds of assigned Locations and monitoring Security Guards' performance under this Contract.	100%	Observation, scheduled and random site visits	\$100 per occurrence per Security Guard Supervisor

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
76. SOW: Subsection 7.4, Armed Security Guard Supervisor Duties, paragraph 7.4.2	Explain post procedures which are outlined in General Post Orders and Site-Specific Post Orders to assigned Security Guards.	100%	Observation, scheduled and random site visits	\$50 per occurrence
77. SOW: Subsection 7.4, Armed Security Guard Supervisor, Duties, paragraph 7.4.3	Immediately respond to on-site emergencies, providing support as needed.	100%	Observation and incident reports	\$100 per occurrence
78. SOW: Subsection 7.4, Armed Security Guard Supervisor Duties, paragraph 7.4.4	Provide training to Security Guards under his/her supervision and ensure that each Security Guard fully understands the duties and services to be provided under the Contract, prior to Security Guard starting work as set forth throughout the Contract.	100%	Observation, inspection of training records & Interview	\$50 per occurrence per Security Guard Supervisor
79. SOW: Subsection 7.4, Armed Security Guard Supervisor Duties, paragraphs 7.4.5 and 7.4.6	Be available to inspections from County personnel. Be available to the Security Guards under his/her supervision at all times during the assigned shift.	100%	Observation, random site visits and guard Interviews	\$50 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
80. SOW: Subsection 7.4, Armed Security Guard Supervisor Duties, paragraph 7.4.7	Provide technical and administrative advice to Security Guards as appropriate.	100%	Observation, random site visits and guard Interviews	\$50 per occurrence
81. SOW: Subsection 7.4, Armed Security Guard Supervisor Duties, paragraph 7.4.8	Ensure that assigned Security Guard coverage is appropriate and adequate to meet County requirements.	100%	Observation, inspection of log sheets, management reports and random inspections	\$50 per occurrence
82. SOW: Subsection 7.4, Armed Security Guard Supervisor Duties, paragraph 7.4.10	Respond to requests from Security Guards for assistance.	100%	Observation, random site visits, and guard Interviews	\$100 per occurrence
83. SOW: Subsection 7.4, Armed Security Guard Supervisor, Duties, paragraph 7.4.11	Have a thorough knowledge of radio usage and codes, and train Security Guards in these areas.	100%	Observation, inspection of employee files and management reports	\$50 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
84. SOW: Subsection 7.4, Armed Security Guard Supervisor Duties, paragraph 7.4.12	Conduct investigations of incidents and prepare a written memorandum to be provided to Security Coordinator upon request.	100%	Inspection of incident and management reports	\$100 per occurrence per Security Guard Supervisor
85. SOW: Subsection 7.4, Armed Security Guard Supervisor Duties, paragraph 7.4.13	Drive a Contractor-provided motor vehicle to the different assigned Locations.	100%	Observation, inspection of work schedules, logbooks and records	\$50 per occurrence
86. SOW: Subsection 7.4, Armed Security Guard Supervisor Duties, paragraph 7.4.14	Sign-in and sign-out at visited Locations. A Security Guard Supervisor must sign in/out using both the Electronic Post Confirmation System and the hard copy sign-in/sign-out sheet, provided by the Contractor, to record each Location visited.	100%	Observation, inspection of time sheets and random site visits	\$50 per occurrence per Security Guard Supervisor
87. SOW: Subsection 7.4, Armed Security Guard Supervisor Duties, paragraph 7.4.15	Provide relief for Security Guard breaks and meals as required.	100%	Observation and inspection	\$50 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
88. SOW: Subsection 8.1, Invoices	Contractor must furnish to the County, in a timely manner, true, accurate, and complete Monthly Invoice(s), with all necessary supporting documentation, as set forth in Subsection 5.5, Invoices and Payments, of the Contract.	100%	Review of report	\$50 per occurrence for incomplete, inaccurate, or late monthly invoices

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
89. SOW: Subsection 8.3, Monthly Inspection Report	A Monthly Inspection Report (MIR) is to be completed by the end of each month, and submitted to the CCA with a copy to the DPSS Security Coordinator on the fifteenth (15 th) calendar day of the following month for each Location for which services were provided, according to Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, of the SOW, which must provide full details on all services provided, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action must be provided. A complete record of all MIRs conducted by Contractor must be made available upon request by County and include recommendations regarding security and safety as it relates to, County facilities, employees, and visitors. Contractor must maintain all MIR records and reports for five (5) years following termination of the Contract.	100%	Review of report	\$50 per occurrence or incomplete or delayed report.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
90. SOW: Subsection 8.5, Procedural Manual	Contractor must develop and provide a procedural manual describing how Contractor will inform their employees of procedural changes made by County to its employees, within ten (10) business days of the effective date of this Contract.	100%	Review of plan	\$25 per day late.
91. SOW: Subsection 8.6, Complaint Investigation Procedures	Within ten (10) business days of the effective date of this Contract, Contractor must develop, maintain, and follow procedures for receiving, investigating and responding to complaints by Security Guards, Security Guard Supervisors, members of the public, and/or County personnel.	100%	Review of manual	\$25 per day late.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
92. SOW: Subsection 8.7, Firearms List, paragraphs 8.7.1 and 8.7.2	Contractor must develop and maintain a list of firearms assigned to each Security Guard and Security Guard Supervisor providing service under this contract. The list shall include the make, manufacturer, and serial number of each firearm assigned to each Security Guard or Security Guard Supervisor. The firearms list must be provided to the CCA with a copy to the DPSS Security Coordinator within ten (10) days of the effective date of this contract and with an updated list provided prior to a Security Guard or Security Guard Supervisor being assigned to a Location. Contractor must be responsible for keeping the firearms list up-to-date, adding or deleting personnel, and noting other changes as appropriate. Contractor must provide CCA with an updated firearms list upon request.	100%	Review and Inspection	\$50 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
93. SOW: Subsection 8.8, Security Guard and Armed Security Guard Supervisor Training Program Reports, paragraph 8.8.1, Training Tracker, Training Compliance Report, and Notification of Required County Training	Contractor must ensure that all Security Guards Security Guard Supervisors and Lead Supervisors remain current in all required training and certifications, including but not limited to required updates provided by County and those listed under Exhibit A-1, SOW Attachment 3. Contractor must establish a method of tracking all required certificates, training, and training updates required under this Contract. Contractor must provide a Training Compliance Report upon request by the County.	100%	Observation and Inspection	\$50 per occurrence
94. SOW: Subsection 8.8, Security Guard and Armed Security Guard Supervisor Training Program Reports, subparagraph 8.8.2.3, In-Service Training Report	Contractor must provide a monthly report of all in-service training (training received while providing services at a Location) to CCA by the tenth (10) calendar day of the following month in which training has been completed.	100%	Review and Inspection	\$50 per occurrence in required reporting

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
95. SOW: paragraph 8.8.2, Security Guard and Armed Security Guard Supervisor Training Records, sub-paragraph 8.8.2.1	Contractor must be responsible for maintaining a Training File for each employee assigned to provide services under the Contract. The Training File must contain copies of completed Contractor background investigation records; records of training received from Contractor or County with dated certificates of completion; current cards, licenses, and certifications; a brief biological sketch of the employee; and any additional information as required by County. The Training File must be kept by Contractor, updated with current information on an on-going basis, and made available for inspection upon request by County, state, or federal representatives. On-site storage and retrieval of Security Guard and Security Guard Supervisor Training Files may be required, based on the needs of the Location where services are performed.	100%	Review and Inspection	\$50 per incomplete/missing employee file, per inspection, as noted under number Twenty-five (25), Training File, and number One Hundred One (101) of this PRS.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
96. SOW: Subsection 8.9, Notification of Infectious Potential, Paragraphs 8.9.1 and 8.9.3	Contractor must immediately notify the DPSS Security Coordinator and the CCA if any Security Guard or Security Guard Supervisor reports contact with or shows signs or symptoms that could be indicative of an infectious disease. Any Security Guard or Security Guard Supervisor determined to have infectious potential must be removed from his/her Post until it has been determined that the individual is no longer infectious as evidenced by a doctor's note. Utilizing available public information, Contractor must, make its employees aware of recommended vaccinations for diseases that can be prevented by vaccination.	100%	Review and Inspection	\$50 per occurrence for failure to remove infectious Security Guard or Security Guard Supervisor \$50 per occurrence for failure to provide vaccination information.
97. SOW: Sub-section 8.11, Daily/Weekly Reporting Documents	Contractor must maintain Security Guard and Security Guard Supervisor Sign In/Out Sheets, and Daily Activity Reports (DAR) at each Location where services are provided. The completed Sign In/Out Sheets must be submitted with monthly invoices to CCA, or designee, for review.	100%	Review and Inspection	\$50 per incomplete/missing documents \$50 per day for each document for delay in submission

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
98. SOW: Subsection 8.12, Incident Report (IR), paragraph 8.12.1	Security Guards and Security Guard Supervisors must report any lost, theft, or misuse of any Contractor-owned or County-owned equipment immediately to Facility Proprietor and Contractor Project Manager by phone and email. Preliminary notification is to be followed by written memorandum or an IR by the end of shift. Written documentation must include at a minimum: report date, date of occurrence, time, and Location where item became lost or was stolen, description of missing item, serial number (if applicable), and Contractor and County employees assigned to Post. The DPSS Security Coordinator will immediately follow-up with the Facility Proprietor with a copy to the CCA. Facility Proprietor will complete a County SIR regarding the incident.	100%	Review and Inspection	\$50 per occurrence for failure to make immediate notification as required. \$50 per day for delay in submission

CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date:		Contractor Response Received:			
Contractor:	Contract No.	County's Contract Administrator:			
Contact Person:	Telephone: () -	County's Contract Administrator Signature:			
Email:		Email:			
A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond to the County Contract Administrator identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.					
No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1					
2					
3					
4					

*Use additional sheets if necessary

Contractor's Representative Signature

Date Signed

**Additional
Comments:**

FACILITY DISCREPANCY REPORT (FDR)FDR # _____
(completed by CAM/OESSEM)

CONTRACTOR/CONTRACT #:

DPSS FACILITY:

DPSS PERSON REPORTING:

CONTACT INFO:

PREPARED ON:

EMAIL TO:

DISCREPANCY DATE AND TIME:

GUARD INFORMATION (FIRST/LAST NAME):

DETAILED DESCRIPTION OF DISCREPANCY:

*****BELOW SECTION FOR CAM/OESSEM USE ONLY*****

DATE DISCREPANCY REPORT RECEIVED BY CAM/OSM _____

CAM SUBMIT FOR CONTRACT DISCREPANCY REPORT?

YES

NO

☐☐

CONTRACT DISCREPANCY REPORT # _____

ISSUE DATE _____

LIVING WAGE STAFFING PLAN

LIVING WAGE PROGRAM STAFFING PLAN

Company Name: _____

[illegible]

DPSS SECURITY GUARD ROTATION CHART

DPSS SECURITY GUARD ROTATION CHART

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	Parking Lot	X-Ray	Metal Detector	2nd FI Lobby 2 & 3	3rd FI Lobby	Patrol/Break Reliever	Guard 7 M&F
0600-0630	Guard 1						
0630-0730	Guard 1	Guard 2					
0730-0830	Guard 2	Guard 1	0800 Hrs Guard 3				0800-0900 2nd FI Lobby 2 & 3
0830-0930	Guard 3	Guard 2	Guard 4	Guard 1	0900 Hrs Guard 5		0900-1000 2nd FI Lobby 2 & 3
0930-1030	Guard 4	Guard 3	Guard 5	Guard 2	Guard 6	Guard 1	1000-1100 2nd FI Lobby 2 & 3
1030-1130	Guard 5	Guard 4	Guard 6	Guard 3	Guard 2 1030-1100 Guard 1	Guard 2 1100-1130	1100-1200 2nd FI Lobby 2 & 3
1130-1230	Guard 6	Guard 5	Guard 1	Guard 4	Guard 2		
1230-1330	Guard 1	Guard 6	Guard 2	Guard 5	Guard 3 1250-1330	Guard 3 1230-1250	1300-1400 2nd FI Lobby 2 & 3
1330-1430	Guard 2	Guard 1	Guard 3	Guard 6	Guard 4		1400-1500 2nd FI Lobby 2 & 3
1430-1530	Guard 3	Guard 5	Guard 4				1500-1600 2nd FI Lobby 2 & 3
1530-1630	Guard 6	Guard 4	Guard 5	Guard 3 : 1700 Hrs		Guard 3 1530-1550	1600-1700 3rd FI Lobby
1630-1730	Guard 4	Guard 5	Guard 6				
1730-1830	Guard 5 : 1800	Guard 6					

DPSS SECURITY GUARD ROTATION CHART
DPSS SECURITY GUARD ROTATION CHART

(Page 2 of 2)

SCHEDULES / BREAKS

	Shift	1st 10 Min Break	Lunch	2nd 10 Min Break
Guard 1	0600-1430	0830-0840	1030-1100	1230-1240
Guard 2	0630-1430	0930-0940	LOP	1240-1250
Guard 3	0800-1700	0940-0950	1130-1230	1530-1540
Guard 4	0830-1730	0950-1000	1230-1330	1540-1550
Guard 5	0900-1800	1100-1110	1330-1430	1700-1710
Guard 6	0930-1830	1110-1120	1430-1530	1710-1720
Guard 7	0800-1700	1000-1010	1200-1300	1530-1540

Attachment I

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES



CODE OF CONDUCT POLICY AND PROCEDURES

Revised: December 2025

County of Los Angeles
Department of Public Social Services

THE CODE OF
CONDUCT POLICY

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County of Los Angeles
Department of Public Social Services

THE CODE OF
CONDUCT POLICY

1. PURPOSE

The Code of Conduct Policy is designed to provide guidelines to the Department of Public Social Services (DPSS) staff and security personnel on how to respond to clients/visitors' disruptive behavior in a DPSS office.

2. POLICY

In accordance with the Code of Conduct and California Penal Code (PC) Sections 422(a), 594(a), and 602.1(b), the Department Head is responsible for developing and implementing an effective security policy adapted to the Department's specialized needs.

DPSS strives to improve the safety and well-being of employees, security personnel, and visitors by implementing and maintaining a Code of Conduct Policy. The Code of Conduct Policy shall bring a more safe, pleasant, and courteous work environment.

It is the responsibility of all Office Heads, supervisors, employees, and security personnel to carry out their responsibilities outlined in this policy and must actively participate in every policy component.

3. DEFINITIONS

Code of Conduct: Standards of behavior expected of customers and visitors who enter a DPSS office.

Code of Conduct Policy: A clear set of guidelines and expectations that all employees must follow.

4. REFERENCES

PC Sections:

422(a): Any person who willfully threatens to commit a crime which will result in death or great bodily injury to another person, with the specific intent that the statement, made verbally, in writing, or by means of an electronic communication device, is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, shall be punished by imprisonment in county jail not to exceed one (1) year, or by imprisonment in state prison.

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594(a): Every person who maliciously commits any of the following acts with respect to any real or personal property not their own, in cases other than those specified by state law, is guilty of vandalism:

- Defaces with graffiti or other inscribed material
- Damages
- Destroys

Whenever a person violates this subdivision with respect to real property, vehicles, signs, fixtures, furnishings, or property belonging to any public entity, as defined by Section 811.2 of the Government Code or the federal government, it shall be a permissive inference that the person neither owned the property nor had the permission of the owner to deface, damage, or destroy the property.

602.1(b): Any person who intentionally interferes with any lawful business carried on by the employees of a public agency open to the public, by obstructing or intimidating those attempting to carry on business, or those persons there to transact business with the public agency, and who refuses to leave the premises of the public agency after being requested to leave by the office manager or a supervisor of the public agency, or by a peace officer acting at the request of the office manager or a supervisor of the public agency, is guilty of a misdemeanor, punishable by imprisonment in a county jail for up to 90 days, or by a fine of up to \$400, or by both imprisonment and fine.

5. RESPONSIBLE PERSONS

A. All Employees

Ensure that the Code of Conduct Table is readily available to be used by staff as a reference.

- If the visitor's behavior poses imminent danger (e.g., life threatening, physical contact of any kind, and/or aggression) perform the following steps:
 - Push the panic button or ask for assistance from the on-site security personnel.
 - Notify a supervisor/manager as soon as possible.
 - Provide supervisor/administration with as much detail as possible (e.g., time of incident, location of incident, individuals involved, and what happened).

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- If the visitor's behavior does not pose imminent danger, but still violates the Code of Conduct Policy:
 - Verbally inform the visitor of the Code of Conduct and remind them that they will be asked to vacate the premises if the behavior persists.
 - Immediately notify a supervisor/manger with as much detail as possible (e.g., time of incident, location of incident, individuals involved, and what happened).
- If a member of the public who is seeking DPSS services via a call center violates the Code of Conduct by using profanity, unprofessional, or discourteous language, the employee shall:
 - Verbally inform the caller of the Code of Conduct and remind them that the call will be disconnected or terminated if the behavior persists.
 - If behavior persist, disconnect, or terminate the call.
 - If the call is disconnected or terminated, immediately notify a supervisor/manager with as much detail as possible (e.g., time of incident, individuals involved, and what happened).

B. Supervisors

- Ensure subordinate staff are aware of the Code of Conduct Table and are readily available to be used as a reference.
- Act immediately when a violation of the Code of Conduct is reported or observed.
- Evaluate the information provided by the employee for each occurrence and identify appropriate action to be taken.
- Refer the visitor to the Code of Conduct and remind them they will be asked to vacate the premises if the behavior persists.
- Notify the Office Head/administration immediately upon the incident occurrence and any action(s) taken.
- If behavior persist, notify on-site security personnel to assist by reminding the individual that their behavior or action is in violation of the Code of Conduct Policy.

**County of Los Angeles
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- Supervisors in a call center environment shall report any Code of Conduct violations to the Office Head or administration via email to determine the next appropriate step.

C. Office Head/Administration

- Ensure that security personnel are following the guidelines of the Post Orders.
- Ensure that important phone numbers are readily available to be used. (Private Security Guard Supervisor and the local enforcement entity responsible for the office).
- Ensure the Code of Conduct is readily available to be used by staff as a reference.
- Ensure all the Code of Conduct and trespassing signage is posted and clearly visible to the public.
- Verbally inform the visitor of the Code of Conduct and remind them that they will be asked to vacate the premises if their behavior persists.
- After verbal warning, notify on-site security personnel that the individual is in violation of the Code of Conduct and will be asked to leave the premises.
- Inform the customer/visitor that the Department's Code of Conduct was not followed and ask the visitor to leave the premises immediately.
- Present the customer/visitor with a plan of action, such as contacting the Customer Service Center and/or utilizing the online services via BenefitsCal (Provide BenefitsCal Flyer – Appendix B) or have the customer return after 24 hours if they have not completed their business. Avoid servicing customers outside of the building to promote workplace safety and discourage disruptive behavior.
- Request assistance from law enforcement when customer/visitor fails to comply with vacating DPSS premises.
- Complete the citizen's arrest paperwork if law enforcement intervenes and an arrest has been made.
- Complete and submit a Security Incident Report (SIR).

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- Evaluate the information provided by the employee for each occurrence, identify appropriate action to be taken, and follow-up accordingly (Employee Assistance Program, Civil Rights, Property Management and Strategic Space Plan, SIR, etc.).
- Office Heads in a call center environment, shall evaluate the information provided by the employee for each occurrence, identify appropriate action to be taken, and follow up accordingly (Employee Assistance Program, Civil Rights, Property Management and Strategic Space Plan, SIR, etc.).

D. Security Personnel

- Notify Office Head/administration immediately upon an incident occurrence.
- Be present upon the request by the Office Head/administration, supervisor, or any employee.
- Verbally remind/inform the visitor of the Code of Conduct Policy.
- Inform the visitor their behavior and/or language is a violation of the Code of Conduct Policy and request them to leave the premises.
- Request assistance from local law enforcement when customer/visitor fails to comply with vacating DPSS premises

6. EXPECTATIONS FOR USE OF THE CODE OF CONDUCT POLICY

All employees are expected to adhere to the following guidelines for the Code of Conduct Policy:

- Staff shall ensure the use of Code of Conduct Policy is due to a behavior violation or disruptive conduct.
- Staff shall ensure that they follow the guidelines provided to determine an appropriate course of action.
- All incidents of Code of Conduct behavior violations should be reported by staff through the appropriate chain of responsibility.
- When determining an appropriate action, DPSS staff should reference to the Code of Conduct Table.

A. Code of Conduct Table

All staff utilizing the Code of Conduct Policy will have access to the table which will provide staff with guidelines to determine an appropriate action for disruptive conduct in a DPSS office.

The Office Head, Customer Service Liaison, or designees have the discretion to recommend actions or modify plans of action based on the situation, operation, and business needs.

The table provides staff with guidance on immediate and follow-up actions to be taken when there is disruptive behavior at a DPSS office; this is only intended to be used as a tool and may not include all situations, actions, or instances that may arise.

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Code of Conduct Table

Behavior	Verbal Warning	Call Security or Use Panic Button	*Ask to Leave Premises	Law Enforcement Intervention
*Making threats (verbal/nonverbal).	X	X	X	X
*Cursing or using foul language.	X	X	X	X
Making rude or obscene gestures to employees or other visitors.	X	X	X	X
**Hitting or attempting to hit employees or other visitors.		X	X	X
**Fighting or throwing things.		X	X	X
Spitting, throwing bodily fluids, kicking, biting, and/or engaging in assaultive behavior.		X	X	X
Entering or trying to enter restricted areas.	X	X		X
Destroying or defacing County property.		X		X
Touching individual(s) without their permission.		X	X	X
Interfering with the free passage of employees, security personnel, or visitors.	X	X	X	X
**The use or possession of alcoholic beverages or narcotics on County premises.		X	X	X
Panhandling, soliciting, distributing, or selling merchandise, or conducting other business transaction on DPSS property without the written permission of DPSS is prohibited.	X	X	X	X
Creating unnecessary noises including the use of cell phones, pagers, headphones, audio and electronic devices, and other communication which disturbs other patrons or staff is prohibited.	X	X	X	X

X Initial action

X Follow-up action if behavior persist.

X Last level of escalation if initial and follow-up actions did not resolve the situation.

* Customer should be asked to leave the premises until the next business day as determined by office administration and to be accompanied by the security personnel.

** In these instances, ONLY security personnel should escort and ask the visitor to leave the premises.

**County of Los Angeles
Department of Public Social Services****THE CODE OF
CONDUCT POLICY**

7. CODE OF CONDUCT INFORMATION BOARD

The Code of Conduct Policy should be available for all customers/visitors to view in the areas listed below.

1. Lobbies
2. Interview booths
3. Weapons screening area
4. Main entrance door
5. DPSS lobby monitors
6. Service windows
7. Customer forms
8. Customer mailers
9. Outbound automated calling
10. Restrooms
11. DPSS website

APPENDIX A

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC SOCIAL SERVICES

CODE OF CONDUCT FOR COUNTY CLIENTS/VISITORS

The Department of Public Social Services (DPSS) strives to foster a culture of mutual respect between clients/visitors and staff. DPSS is committed to creating a secure and safe environment for its employees, security personnel, and visitors. Anyone who enters or calls a DPSS facility must not disrupt, disturb, or physically interfere with the performance of the official business and duties of DPSS employees.

Anyone who enters or calls a DPSS facility and engages in the following disruptive conduct may be escorted from the office for the day or have the call terminated even if they have not finished their business. In such situations, the client/visitor will be offered an alternate resource such as calling the Customer Service Center and online services of BenefitsCal.

Disruptive Conduct includes:

- Making threats (verbal/nonverbal);
- Using obscene language;
- Making obscene gestures to employees or other visitors;
- Hitting or attempting to hit employees or other visitors;
- Fighting or throwing things;
- Spitting, throwing bodily fluids, kicking, biting, or engaging in similar assaultive behavior of any kind;
- Taking pictures or recording employees or other visitors;
- Entering or trying to enter restricted areas;
- Destroying or defacing County property;
- Touching other individual(s) without their permission; or
- Interfering with the free passage of employees, security personnel or other visitors.

Potential Penalties for Violations of Code of Conduct:

Willful or repeated disruptive conduct that is prohibited by law or that violates the Code of Conduct Policy may result in one (1) or more of the following consequences:

- Noncompliance following a verbal warning may result in being asked to leave for the remainder of the day or have the call terminated.
- Intervention by law enforcement, including possible arrest and civil or criminal penalties. Penal Code Sections 422(a), 594(a), and 602.1(b).

HOW TO UPLOAD DOCUMENTS

1. Click Upload a Document from the User Dashboard.
2. Click Upload a Document from the Document Center page.
3. Select the **Case or Application Number** and **County**, then click **Next**.
4. Click **Add Document Type**, select the **Person** and **Document Type**, then click **Next**.
5. Click **Add A File** and select the document to upload. **Mobile User:** Take a photo of the document then click **Ok** or **Retry** to take another photo. Each file cannot be more than 8 MB.
6. Confirm images are the correct **Document Type**, then click **Save**.
7. Confirm images are ready for upload, then click **Submit**.
8. A **Confirmation Receipt** will display.

Note: Documents can be uploaded without an account by clicking on **Upload Documents** from the **Home** page and following the prompts.

HOW TO SUBMIT A RENEWAL OR PERIODIC REPORT (SAR 7)

1. Click the **Start your renewal/redetermination** or **Start your periodic report** hyperlink on the **Things to do** section.
2. Review the renewal or periodic report due date. Click **Begin**.
3. Review the **Summary** of steps. Click **Start**.
4. Follow the alerts on the screen to complete each page in each section, click **Next** until a section is completed, then click **Start the Next Section**.
5. Continue through sections until **Review & Submit** is reached, then click **Start**.
6. Review each page and answer questions, then click **Next** to reach the signature page.
7. Enter **Signature** information (If receiving CalWORKs, enter signature of the spouse, domestic partner, or other parent), confirm electronic signature, then click **Next**.

For renewals only:
Review **Rights and Responsibilities** and **Other Important Information** and confirm by checking the mandatory box.

8. Click **Submit** to receive confirmation.



Scan the QR code to learn how to use BenefitsCal

APPENDIX B

County of Los Angeles
DEPARTMENT OF
PUBLIC SOCIAL SERVICES

**Save time.
Go online.**

BenefitsCal.com
Together we benefit.

CUSTOMER SERVICE CENTER
866-613-3777
M – F | 7:30 a.m. – 5:30 p.m.

Do you need help because of a disability?
Please contact the ADA Hotline at

844-586-5550
M – F / 8 a.m. – 5 p.m.

PA 6272 (ENGLISH) AUGUST 2025

APPLY FOR BENEFITS

1. Click **Apply for Benefits** on the Home page, then **Begin**.
2. Click **Next** until the **Application Summary** displays, then click **Start** for the **Your Information** section.
3. Answer questions, select program(s), then click **Next**.
 - CalFresh - Food Assistance
 - CalWORKs - Cash Aid for Families
 - Medi-Cal - Health Coverage
 - General Relief (GR) - Cash Aid
 - RCA - Refugee Cash Assistance
4. Follow the alerts on the screen to complete each page in each section, click **Next** until a section is completed, then click **Start the Next Section**.
5. Continue through sections until **Review & Submit** is reached, then click **Start**.
6. Review each page and answer questions, then click **Next** to reach the signature page.
7. Review **Rights and Responsibilities and Other Important Information** and confirm by checking the mandatory box.
8. Enter Signature information, confirm electronic signature, then click **Next**.
9. The assigned office name and address will display. Click **Next**.
10. Review application details, then **Submit Application** to receive confirmation.

CREATE AN ACCOUNT

1. Click **Create an Account** on the Home page.
2. Enter **County of Residence, First Name, Last Name, Email, Password** and **Mobile Phone** (optional) number.
3. Click the **Terms and Conditions** hyperlink, check the boxes for acknowledgements, then click **Next**.
4. Select and provide answers to three **Security Questions**, then click **Create Account**.
5. Enter the six-digit **Verification Code** sent to account **Email**, then click **Submit**.
6. Click **Log In** once the confirmation page displays.

FORGOT YOUR PASSWORD?

1. Click **Log In**.
2. Click the **Forgot Your Password?** hyperlink.
3. Enter **Email**, then click **Next**.
4. Reset password by answering **Security Questions** or by **Verification Code**, then click **Next**.
5. Enter a **New Password** twice to confirm.
6. A confirmation page will display.

LINK A CASE

1. Click the **Link a case** hyperlink.
2. Enter **Date of Birth, Zip Code, County**, and **Case Number** of the **Primary Applicant**, then click **Next**.
3. Verify the **Email** or **Phone** number that displays, then click **Send Link**.
4. Click the **Verification Link** sent to **Email** or **Phone** within 24 hours.
5. The linked case will now appear on the **User Dashboard**.

USER LOGIN

1. Click **Log In** on the Home page.
2. Enter **Email** and **Password**, then click **Log In**.
3. Enter the six-digit **Verification Code** sent to account **Email** or **Phone**, then click **Next**.
4. Review the **Terms of Use**, click **I Accept**, then the **User Dashboard** will display.





County of Los Angeles
 DEPARTMENT OF
 PUBLIC SOCIAL SERVICES

Attachment II

CODE OF CONDUCT

FOR COUNTY CLIENTS/VISITORS



The Department of Public Social Services (DPSS) strives to foster a culture of mutual respect between clients/visitors and staff. DPSS is committed to creating a secure and safe environment for its employees, security personnel, and visitors. Anyone who enters or calls a DPSS facility must not disrupt, disturb, or physically interfere with the performance of the official business and duties of DPSS employees.

Anyone who enters or calls a DPSS facility and engages in the following disruptive conduct, may be escorted from the office for the day, or have their call terminated even if they have not finished their business. In such situations, the client/visitor will be offered an alternate resource such as calling the Customer Service Center and online services of BenefitsCal.

Disruptive Conduct includes:

- Making threats (verbal/nonverbal);
- Using obscene language;
- Making obscene gestures to employees or other visitors;
- Hitting or attempting to hit employees or other visitors;
- Fighting or throwing things;
- Spitting, throwing bodily fluids, kicking, biting, or engaging in similar assaultive behavior of any kind;
- Taking pictures or recording employees or other visitors;
- Entering or trying to enter restricted areas;
- Destroying or defacing County property;
- Touching other individual(s) without their permission; or
- Interfering with the free passage of employees, security personnel or other visitors.

Potential Penalties for Violations of Code of Conduct:

Willful or repeated disruptive conduct that is prohibited by law or that violates the Code of Conduct Policy may result in one (1) or more of the following consequences:

- Noncompliance following a verbal warning may result in being asked to leave for the remainder of the day or have the call terminated.
- Intervention by law enforcement, including possible arrest and civil or criminal penalties. Penal Code Sections 422(a), 594 (a), and 602.1(b).

REQUIRED FORMS - EXHIBIT 10

PRICING SCHEDULE

The undersigned offers to furnish all personnel and materials for the provision of Security Guard Service. Said work will be done for the period prescribed and in the manner set forth in Exhibit A, Statement of Work and based on projected hours provided in Contract Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. The Proposer rates (hourly, monthly, etc.) will include, but not limited to, all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. The projected hours are subject to change and do not constitute a guarantee of any number of hours to be served throughout the applicable Sector.

Overtime Rates will calculate automatically in the Overtime Rates Table based on the "All-Inclusive Fixed Rates" entered.

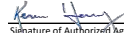
The following prices being bid are firm and fixed for the term of the Contract and option years:

Enter rates ONLY in cells highlighted in yellow.

NORTH SECTOR																												
ENTER > ALL INCLUSIVE FIXED RATES																		OPTION YEAR 1				OPTION YEAR 2						
GUARD	ESTIMATED	ESTIMATED	ESTIMATED	TRANSITION MONTH (11/1/26 - 11/30/26)		(12/1/26 - 6/30/27)		(7/1/27 - 11/30/27)		(12/1/27 - 6/30/28)		(7/1/28 - 11/30/28)		(12/1/28 - 6/30/29)		(7/1/29 - 11/30/29)		(12/1/29 - 6/30/30)		(7/1/30 - 11/30/30)		(12/1/30 - 6/30/31)		(7/1/31 - 11/30/31)				
ITEM	TRANSITION MONTHLY HOURS	HOURS FOR 12/1/26 - 6/30/27 12/1/27 - 6/30/28 12/1/28 - 6/30/29 12/1/29 - 6/30/30 12/1/30 - 6/30/31	HOURS FOR 7/1/27 - 11/30/27 7/1/28 - 11/30/28 7/1/29 - 11/30/29 7/1/30 - 11/30/30 7/1/31 - 11/30/31	BILLING RATE	TOTAL	BILLING RATE	TOTAL	BILLING RATE	TOTAL	BILLING RATE	TOTAL	BILLING RATE	TOTAL	BILLING RATE	TOTAL	BILLING RATE	TOTAL	BILLING RATE	TOTAL	BILLING RATE	TOTAL	BILLING RATE	TOTAL	BILLING RATE	TOTAL	BILLING RATE	TOTAL	SUBTOTAL
ARMED SECURITY GUARD	9,936.00	80,592.00	57,408.00	\$ 42.12	\$ 418,504.32	\$ 42.12	\$ 3,394,535.04	\$ 43.38	\$ 2,490,359.04	\$ 43.38	\$ 3,496,080.96	\$ 44.68	\$ 2,564,989.44	\$ 44.68	\$ 3,600,850.56	\$ 46.02	\$ 2,641,916.16	\$ 46.02	\$ 3,708,843.84	\$ 47.40	\$ 2,721,139.20	\$ 47.40	\$ 3,820,060.80	\$ 48.82	\$ 2,802,658.56		\$ 31,659,937.92	
ARMED SECURITY GUARD SUPERVISOR	1,008.00	8,176.00	5,824.00	\$ 51.65	\$ 52,063.20	\$ 51.65	\$ 422,290.40	\$ 53.20	\$ 309,836.80	\$ 53.20	\$ 434,963.20	\$ 54.80	\$ 319,155.20	\$ 54.80	\$ 448,044.80	\$ 56.44	\$ 328,706.56	\$ 56.44	\$ 461,453.44	\$ 58.13	\$ 338,549.12	\$ 58.13	\$ 475,270.88	\$ 59.87	\$ 348,682.88		\$ 3,939,016.48	
SUBTOTAL	10,944.00	88,768.00	63,232.00		\$ 470,567.52		\$ 3,816,825.44		\$ 2,800,195.84		\$ 3,931,044.20		\$ 2,884,144.64		\$ 4,048,895.36		\$ 2,970,622.72		\$ 4,170,297.28		\$ 3,059,688.32		\$ 4,295,331.68		\$ 3,151,341.44		\$ 35,598,954.40	

NORTH SECTOR																										
OVERTIME RATES (FILLS AUTOMATICALLY)																OPTION YEAR 1				OPTION YEAR 2						
GUARD	ESTIMATED	ESTIMATED	ESTIMATED	TRANSITION MONTH (11/1/26 - 11/30/26)		(12/1/26 - 6/30/27)		(7/1/27 - 11/30/27)		(12/1/27 - 6/30/28)		(7/1/28 - 11/30/28)		(12/1/28 - 6/30/29)		(7/1/29 - 11/30/29)		(12/1/29 - 6/30/30)		(7/1/30 - 11/30/30)		(12/1/30 - 6/30/31)		(7/1/31 - 11/30/31)		
ITEM	TRANSITION MONTHLY HOURS	HOURS FOR 12/1/26 - 6/30/27 12/1/27 - 6/30/28 12/1/28 - 6/30/29 12/1/29 - 6/30/30 12/1/30 - 6/30/31	HOURS FOR 7/1/27 - 11/30/27 7/1/28 - 11/30/28 7/1/29 - 11/30/29 7/1/30 - 11/30/30 7/1/31 - 11/30/31	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	SUBTOTAL
ARMED SECURITY GUARD	252.00	2,044.00	1,456.00	\$ 63.18	\$ 15,921.36	\$ 63.18	\$ 129,139.92	\$ 65.07	\$ 94,741.92	\$ 65.07	\$ 133,003.08	\$ 67.02	\$ 97,581.12	\$ 67.02	\$ 136,988.88	\$ 69.03	\$ 100,507.68	\$ 69.03	\$ 141,097.32	\$ 71.10	\$ 103,521.60	\$ 71.10	\$ 145,328.40	\$ 73.23	\$ 106,622.88	\$ 1,204,454.16
ARMED SECURITY GUARD SUPERVISOR		-	1,456.00	\$ 77.48	\$ -	\$ 77.48	\$ -	\$ 79.80	\$ -	\$ 79.80	\$ -	\$ 82.20	\$ -	\$ 82.20	\$ -	\$ 84.66	\$ -	\$ 84.66	\$ -	\$ 87.20	\$ -	\$ 87.20	\$ -	\$ 89.81	\$ -	\$ -
SUBTOTAL	252.00	2,044.00	1,456.00		\$ 15,921.36		\$ 129,139.92		\$ 94,741.92		\$ 133,003.08		\$ 97,581.12		\$ 136,988.88		\$ 100,507.68		\$ 141,097.32		\$ 103,521.60		\$ 145,328.40		\$ 106,622.88	\$ 1,204,454.16
GRAND TOTAL	11,196.00	90,812.00	64,688.00		\$ 486,488.88		\$ 3,945,965.36		\$ 2,894,937.76		\$ 4,064,047.24		\$ 2,981,725.76		\$ 4,185,884.24		\$ 3,071,130.40		\$ 4,311,394.60		\$ 3,163,209.92		\$ 4,440,660.08		\$ 3,257,964.32	\$ 36,803,408.56

I agree to provide comprehensive Security Guard Service for DPSS in Los Angeles County.


Signature of Authorized Agent
Kevin Hernandez, Chief Strategy Officer
Typed Name and Title of Authorized Agent
Inter-Con Security Systems, Inc.
Firm Name
210 S De Lacey Ave, Pasadena, CA, 91105
Firm Address

6/11/2026
Date

Revised 6/8/2026

EXHIBIT 13
BUDGET SHEET FOR SECURITY GUARD SERVICES
ONE MONTH TRANSITION PERIOD
Period: November 1, 2026 - November 30, 2026

Proposer: Inter-Con Security Systems, Inc.SECTOR: NORTH**DIRECT COST** (List each staff classification)

Payroll Title	Full Time Equivalent (FTE)*	Hourly Rate	Monthly Hours	Monthly Salary
Armed Security Guard	57.32	\$25.75	9,936	\$255,838.27
Armed Security Guard Supervisor	5.82	\$27.50	1,008	\$27,742.00
Total Salaries and Wages				\$283,580.27
	FTE*	Hourly OT Rate	Monthly Hours	Monthly Salary
Armed Security Guard OT	1.45	\$38.63	252	\$9,707.75
Armed Security Guard Supervisor OT	0.00	\$41.25	0	\$0.00
OT Total Salaries and Wages				\$9,707.75
GRAND TOTAL				\$293,288.02

Employee Benefits	FTE	Monthly Cost per FTE	Total Monthly Cost
Medical Insurance	63.14	\$28.39	\$1,792.37
Dental Insurance			\$0.00
Life Insurance			\$0.00
Sick Leave	63.14	\$96.89	\$6,117.43
Jury Duty & Bereavement Leave	63.14	\$2.30	\$145.31
Other (list)			\$0.00
Total Benefits			\$8,055.11

Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc. List each item separately and add additional lines if necessary)	
FICA	\$23,540.47
FUTA	\$502.69
SUI	\$3,937.74
Total Payroll Taxes	\$27,980.90

Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	
Other (please continue to list)	\$0.00
Total Insurance/Misc. S & S	\$0.00

TOTAL DIRECT COSTS **\$329,324.03**

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$31,500.03
Management Overhead (Specify)	\$38,211.06
Operating Costs	\$49,284.04
Cost of Capital	\$4,934.12
Other (Specify)	\$0.00

TOTAL INDIRECT COSTS **\$123,929.25**

TOTAL DIRECT AND INDIRECT COST**\$453,253.28**

PROFIT (Please enter percentage) 7.33%

\$33,235.60**TOTAL MONTHLY COSTS****\$486,488.88****TOTAL PERIOD COST****N/A**

* FTE values represent the total work effort based on 2,080 hours per year and do not necessarily reflect the actual headcount of 70 individual guards assigned in SOW, Attachment 2, Minimum Staffing Plan by Zone.

BUDGET NARRATIVE FOR SECURITY GUARD SERVICES
Contract Period: November 1, 2026 - November 30, 2026

BUDGET NARRATIVE		EXHIBIT 13
Contractor Name: <u>Inter-Con Security Systems, Inc.</u> Sector: <u>NORTH</u>		
DIRECT COST		
Armed Security Guard	Description: An Armed Security Guard will be responsible for providing visible, armed security presence at DPSS facilities. They are deployed at designated fixed posts or patrol assignments. Duties: Monitor facility entrances and exits to control access. Perform foot patrols of interior and exterior areas. Enforce facility security and safety rules. Respond to emergencies and security incidents. Provide escorts for staff and visitors when requested. Complete incident reports and daily logs. Operate security equipment including CCTV and electronic post confirmation systems.	
Armed Security Guard Supervisor	Description: This is a supervisory role assigned to oversee the performance and conduct of Armed Security Guards across multiple posts or zones. One supervisor is required for every 10 Armed Security Guards. Duties: Supervise Security Guards daily. Coordinate scheduling, breaks, and coverage. Monitor performance and enforce standards. Ensure post orders are followed correctly. Complete incident reviews and forward to contract managers. Act as point of contact with DPSS representatives.	
Armed Security Guard OT	Description: This classification refers to the same position and responsibilities as the Armed Security Guard, but when hours are worked beyond the normal shift or on holidays. Duties: All regular duties as listed above. Must be available to respond on short notice. Ensure seamless security during unplanned coverage gaps, emergencies, or staff absences.	
Armed Security Guard Supervisor OT	Description: This classification denotes supervisory coverage during overtime periods, including nights, weekends, or holidays. Duties: Oversee all Security Guard overtime activities. Ensure relief schedules are in place. Document incidents or staffing changes during the OT shift. Report anomalies and escalate critical issues to the Contract Manager or DPSS.	
Medical Insurance	Inter-Con has fully incorporated our estimated cost for medical insurance premiums into our bill rates. All non-management personnel will be offered an Affordable Care Act (ACA) compliant Bronze-style medical plan. Our salaried personnel will be eligible for Inter-Con's corporate insurance offering.	
Dental Insurance	Inter-Con offers this option to our personnel as a personal buy-up deduction. There is not cost to the County for this insurance.	
Life Insurance	Inter-Con offers this option to our personnel as a personal buy-up deduction. There is not cost to the County for this insurance.	
Holiday	Inter-Con understands Per RFP Section 4.5.3 that "Contractor will be paid by County at the overtime rate of one and a half (1.5) times the hourly labor rate for Security Guard and Armed Security Guard Supervisor hours required on dates that are recognized by both County and Contractor as holidays, provided the Contractor pays the overtime rate of one and a half (1.5) times the hourly labor rate to Security Guards and Armed Security Guard Supervisor." Because the budget sheets must match Exhibit 10's totals, and Exhibit 10 does not include holiday hours or premium rates, we have excluded holiday premium cost from our budget breakdown at this time. Please note that Inter-Con intends to at 1.5x the regular bill rates listed in Exhibit 10 for all services worked on holidays, per RFP Section 4.5.3.	
Sick Leave	All personnel will receive Sick Leave in accordance with local and state laws.	
Jury Duty	Employees will receive, on an annual basis, no less than five Days of regular pay for actual jury service.	
Other (list)		
Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc.)	Inter-Con has included the cost of all applicable federal, state, and local taxes in our fully loaded rates. These taxes include the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), and Fidelity Bond.	
Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	Inter-Con will provide insurance coverage in alignment with Paragraph 8.25 of the RFP at our cost.	
Other (please continue to list)		
INDIRECT COST		
General Accounting/Bookkeeping	In addition to the dedicated overhead team that will run the day-to-day operations of this contract, the County has the full support of our Billing, Contracting, Payroll, Legal, Logistics, Human Resources, and Operations teams.	
Management Overhead (Specify)	Inter-Con will provide the following dedicated overhead personnel: •Contract Manager •Project Manager •Lead Supervisors •Recruiter •Dispatcher In addition to the dedicated assets described above, the County will benefit from program-allocated resources related to our Security Operations Center located in Pasadena, CA, which provides 24/7 watch command & dispatch support as well as Virtual Post Inspection (VPI) of all personnel in the field. Additionally, this cost covers all of the allocated efforts of our recruiting, logistics, scheduling, administrative teams in support of the County's security program.	
Operating Costs	Operating costs includes Inter-Con's indirect support expenses that are required to operate the program and satisfy all of the requirements listed in the scope of work.	
Cost of Capital	Our cost of capital is priced at 1% of total cost as a result of interest expense required to float payroll and other costs between time of payment and receipt of invoiced funds.	
Other (Specify)		
Operating Costs	Operating costs includes Inter-Con's indirect support expenses that are required to operate the program and satisfy all of the requirements listed in the scope of work. These are costs that do not fit into any other category listed in the budget.	
Cost of Capital	Our cost of capital is priced at 1% of total cost as a result of interest expense required to float payroll and other costs between time of payment and receipt of invoiced funds.	
Other (Specify)		
Profit Percentage	When determining the appropriate margin, Inter-Con evaluates factors such as program scale, staffing complexity, geographic labor conditions, operational risk, contract duration, and the level of support infrastructure required to administer the security program. This approach ensures the proposed pricing supports both day-to-day operations and ongoing investments in training, compliance, technology, and program management, while remaining competitive and sustainable over the life of the contract.	

EXHIBIT 13
BUDGET SHEET FOR SECURITY GUARD SERVICES
 Period: December 1, 2026 through June 30, 2027

Proposer: Inter-Con Security Systems, Inc.SECTOR: NORTH**DIRECT COST** (List each staff classification)

Payroll Title	Full Time Equivalent (FTE)*	Hourly Rate	Monthly Hours	Monthly Salary
Armed Security Guard	66.42	\$25.75	11,513	\$296,454.60
Armed Security Guard Supervisor	6.74	\$27.50	1,168	\$32,127.33
Total Salaries and Wages				\$328,581.93
	FTE*	Hourly OT Rate	Monthly Hours	Monthly Salary
Armed Security Guard OT	1.68	\$38.63	292	\$11,247.60
Armed Security Guard Supervisor OT	0.00	\$41.25	0	\$0.00
OT Total Salaries and Wages				\$11,247.60
GRAND TOTAL				\$339,829.53

*FTE = Full Time Equivalent Positions

Employee Benefits	FTE	Monthly Cost per FTE	Total Monthly Cost
Medical Insurance	73.16	\$28.39	\$2,076.88
Dental Insurance			\$0.00
Life Insurance			\$0.00
Sick Leave	73.16	\$94.47	\$6,911.67
Jury Duty & Bereavement Leave	73.16	\$2.24	\$164.20
Other (list)			\$0.00
Total Benefits			\$9,152.75

Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc.
 List each item separately and add additional lines if necessary)

FICA	\$27,277.00
FUTA	\$582.48
SUI	\$4,562.77
Total Payroll Taxes	\$32,422.25

Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)

Other (please continue to list)	\$0.00
Total Insurance/Misc. S & S	\$0.00

TOTAL DIRECT COSTS**\$381,404.53****INDIRECT COST** (List all appropriate)

General Accounting/Bookkeeping	\$36,499.96
Management Overhead (Specify)	\$44,276.22
Operating Costs	\$57,106.79
Cost of Capital	\$5,717.30
Other (Specify)	\$0.00

TOTAL INDIRECT COSTS**\$143,600.27****TOTAL DIRECT AND INDIRECT COST****\$525,004.80**

PROFIT (Please enter percentage) 7.37%

\$38,704.53**TOTAL MONTHLY COSTS****\$563,709.34****TOTAL PERIOD COST****\$3,945,965.36**

* FTE values represent the total work effort based on 2,080 hours per year and do not necessarily reflect the actual headcount of 70 individual guards assigned in SOW, Attachment 2, Minimum Staffing Plan by Zone.

BUDGET NARRATIVE FOR SECURITY GUARD SERVICES
Contract Period: December 1, 2026 through June 30, 2027

BUDGET NARRATIVE		EXHIBIT 13
Contractor Name: <u>Inter-Con Security Systems</u> Sector: <u>NORTH</u>		
DIRECT COST		
Armed Security Guard	Description: An Armed Security Guard will be responsible for providing visible, armed security presence at DPSS facilities. They are deployed at designated fixed posts or patrol assignments. Duties: Monitor facility entrances and exits to control access. Perform foot patrols of interior and exterior areas. Enforce facility security and safety rules. Respond to emergencies and security incidents. Provide escorts for staff and visitors when requested. Complete incident reports and daily logs. Operate security equipment including CCTV and electronic post confirmation systems.	
Armed Security Guard Supervisor	Description: This is a supervisory role assigned to oversee the performance and conduct of Armed Security Guards across multiple posts or zones. One supervisor is required for every 10 Armed Security Guards. Duties: Supervise Security Guards daily. Coordinate scheduling, breaks, and coverage. Monitor performance and enforce standards. Ensure post orders are followed correctly. Complete incident reviews and forward to contract managers. Act as point of contact with DPSS representatives.	
Armed Security Guard OT	Description: This classification refers to the same position and responsibilities as the Armed Security Guard, but when hours are worked beyond the normal shift or on holidays. Duties: All regular duties as listed above. Must be available to respond on short notice. Ensure seamless security during unplanned coverage gaps, emergencies, or staff absences.	
Armed Security Guard Supervisor OT	Description: This classification denotes supervisory coverage during overtime periods, including nights, weekends, or holidays. Duties: Oversee all Security Guard overtime activities. Ensure relief schedules are in place. Document incidents or staffing changes during the OT shift. Report anomalies and escalate critical issues to the Contract Manager or DPSS.	
Medical Insurance	Inter-Con has fully incorporated our estimated cost for medical insurance premiums into our bill rates. All non-management personnel will be offered an Affordable Care Act (ACA) compliant Bronze-style medical plan. Our salaried personnel will be eligible for Inter-Con's corporate insurance offering.	
Dental Insurance	Inter-Con offers this option to our personnel as a personal buy-up deduction. There is not cost to the County for this insurance.	
Life Insurance	Inter-Con offers this option to our personnel as a personal buy-up deduction. There is not cost to the County for this insurance.	
Holiday	Inter-Con understands Per RFP Section 4.5.3 that "Contractor will be paid by County at the overtime rate of one and a half (1.5) times the hourly labor rate for Security Guard and Armed Security Guard Supervisor hours required on dates that are recognized by both County and Contractor as holidays, provided the Contractor pays the overtime rate of one and a half (1.5) times the hourly labor rate to Security Guards and Armed Security Guard Supervisor." Because the budget sheets must match Exhibit 10's totals, and Exhibit 10 does not include holiday hours or premium rates, we have excluded holiday premium cost from our budget breakdown at this time. Please note that Inter-Con intends to at 1.5x the regular bill rates listed in Exhibit 10 for all services worked on holidays, per RFP Section 4.5.3.	
Sick Leave	All personnel will receive Sick Leave in accordance with local and state laws.	
Jury Duty	Employees will receive, on an annual basis, no less than five Days of regular pay for actual jury service.	
Other (list)		
Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc.)	Inter-Con has included the cost of all applicable federal, state, and local taxes in our fully loaded rates. These taxes include the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), and Fidelity Bond.	
Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	Inter-Con will provide insurance coverage in alignment with Paragraph 8.25 of the RFP at our cost.	
Other (please continue to list)		
INDIRECT COST		
General Accounting/Bookkeeping	In addition to the dedicated overhead team that will run the day-to-day operations of this contract, the County has the full support of our Billing, Contracting, Payroll, Legal, Logistics, Human Resources, and Operations teams.	
Management Overhead (Specify)	Inter-Con will provide the following dedicated overhead personnel: •Contract Manager •Project Manager •Lead Supervisors •Recruiter •Dispatcher In addition to the dedicated assets described above, the County will benefit from program-allocated resources related to our Security Operations Center located in Pasadena, CA, which provides 24/7 watch command & dispatch support as well as Virtual Post Inspection (VPI) of all personnel in the field. Additionally, this cost covers all of the allocated efforts of our recruiting, logistics, scheduling, administrative teams in support of the County's security program.	
Operating Costs	Operating costs includes Inter-Con's indirect support expenses that are required to operate the program and satisfy all of the requirements listed in the scope of work.	
Cost of Capital	Our cost of capital is priced at 1% of total cost as a result of interest expense required to float payroll and other costs between time of payment and receipt of invoiced funds.	
Other (Specify)		
Operating Costs	Operating costs includes Inter-Con's indirect support expenses that are required to operate the program and satisfy all of the requirements listed in the scope of work. These are costs that do not fit into any other category listed in the budget.	
Cost of Capital	Our cost of capital is priced at 1% of total cost as a result of interest expense required to float payroll and other costs between time of payment and receipt of invoiced funds.	
Other (Specify)		
Profit Percentage	When determining the appropriate margin, Inter-Con evaluates factors such as program scale, staffing complexity, geographic labor conditions, operational risk, contract duration, and the level of support infrastructure required to administer the security program. This approach ensures the proposed pricing supports both day-to-day operations and ongoing investments in training, compliance, technology, and program management, while remaining competitive and sustainable over the life of the contract.	

EXHIBIT 13
BUDGET SHEET FOR SECURITY GUARD SERVICES
 Period: July 1, 2027 through November 30, 2027

Proposer: Inter-Con Security Systems, Inc.

SECTOR: NORTH**DIRECT COST** (List each staff classification)

Payroll Title	Full Time Equivalent (FTE)*	Hourly Rate	Monthly Hours	Monthly Salary
Armed Security Guard	66.24	\$26.52	11,482	\$304,520.74
Armed Security Guard Supervisor	6.72	\$28.33	1,165	\$32,992.96
Total Salaries and Wages				\$337,513.70
	FTE*	Hourly OT Rate	Monthly Hours	Monthly Salary
Armed Security Guard OT	1.68	\$39.78	291	\$11,585.03
Armed Security Guard Supervisor OT	0.00	\$42.49	0	\$0.00
OT Total Salaries and Wages				\$11,585.03
GRAND TOTAL				\$349,098.72

*FTE = Full Time Equivalent Positions

Employee Benefits	FTE	Monthly Cost per FTE	Total Monthly Cost
Medical Insurance	72.96	\$29.24	\$2,133.32
Dental Insurance			\$0.00
Life Insurance			\$0.00
Sick Leave	72.96	\$97.31	\$7,099.97
Jury Duty & Bereavement Leave	72.96	\$2.31	\$168.68
Other (list)			\$0.00
Total Benefits			\$9,401.97

Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc. List each item separately and add additional lines if necessary)	
FICA	\$28,020.88
FUTA	\$598.37
SUI	\$4,687.20
Total Payroll Taxes	\$33,306.44

Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	
Other (please continue to list)	\$0.00
Total Insurance/Misc. S & S	\$0.00

TOTAL DIRECT COSTS \$391,807.14

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$37,495.36
Management Overhead (Specify)	\$45,483.69
Operating Costs	\$58,664.17
Cost of Capital	\$5,873.22
Other (Specify)	\$0.00

TOTAL INDIRECT COSTS \$147,516.44

TOTAL DIRECT AND INDIRECT COST\$539,323.58

PROFIT (Please enter percentage) 7.35%

\$39,663.97**TOTAL MONTHLY COSTS**\$578,987.55**TOTAL PERIOD COST**\$2,894,937.76

* FTE values represent the total work effort based on 2,080 hours per year and do not necessarily reflect the actual headcount of 70 individual guards assigned in SOW, Attachment 2, Minimum Staffing Plan by Zone.

BUDGET NARRATIVE FOR SECURITY GUARD SERVICES
Contract Period: July 1, 2027 through November 30, 2027

BUDGET NARRATIVE		EXHIBIT 13
Contractor Name: <u>Inter-Con Security Systems</u> Sector: <u>NORTH</u>		
DIRECT COST		
Armed Security Guard	Description: An Armed Security Guard will be responsible for providing visible, armed security presence at DPSS facilities. They are deployed at designated fixed posts or patrol assignments. Duties: Monitor facility entrances and exits to control access. Perform foot patrols of interior and exterior areas. Enforce facility security and safety rules. Respond to emergencies and security incidents. Provide escorts for staff and visitors when requested. Complete incident reports and daily logs. Operate security equipment including CCTV and electronic post confirmation systems.	
Armed Security Guard Supervisor	Description: This is a supervisory role assigned to oversee the performance and conduct of Armed Security Guards across multiple posts or zones. One supervisor is required for every 10 Armed Security Guards. Duties: Supervise Security Guards daily. Coordinate scheduling, breaks, and coverage. Monitor performance and enforce standards. Ensure post orders are followed correctly. Complete incident reviews and forward to contract managers. Act as point of contact with DPSS representatives.	
Armed Security Guard OT	Description: This classification refers to the same position and responsibilities as the Armed Security Guard, but when hours are worked beyond the normal shift or on holidays. Duties: All regular duties as listed above. Must be available to respond on short notice. Ensure seamless security during unplanned coverage gaps, emergencies, or staff absences.	
Armed Security Guard Supervisor OT	Description: This classification denotes supervisory coverage during overtime periods, including nights, weekends, or holidays. Duties: Oversee all Security Guard overtime activities. Ensure relief schedules are in place. Document incidents or staffing changes during the OT shift. Report anomalies and escalate critical issues to the Contract Manager or DPSS.	
Medical Insurance	Inter-Con has fully incorporated our estimated cost for medical insurance premiums into our bill rates. All non-management personnel will be offered an Affordable Care Act (ACA) compliant Bronze-style medical plan. Our salaried personnel will be eligible for Inter-Con's corporate insurance offering.	
Dental Insurance	Inter-Con offers this option to our personnel as a personal buy-up deduction. There is not cost to the County for this insurance.	
Life Insurance	Inter-Con offers this option to our personnel as a personal buy-up deduction. There is not cost to the County for this insurance.	
Holiday	Inter-Con understands Per RFP Section 4.5.3 that "Contractor will be paid by County at the overtime rate of one and a half (1.5) times the hourly labor rate for Security Guard and Armed Security Guard Supervisor hours required on dates that are recognized by both County and Contractor as holidays, provided the Contractor pays the overtime rate of one and a half (1.5) times the hourly labor rate to Security Guards and Armed Security Guard Supervisor." Because the budget sheets must match Exhibit 10's totals, and Exhibit 10 does not include holiday hours or premium rates, we have excluded holiday premium cost from our budget breakdown at this time. Please note that Inter-Con intends to at 1.5x the regular bill rates listed in Exhibit 10 for all services worked on holidays, per RFP Section 4.5.3.	
Sick Leave	All personnel will receive Sick Leave in accordance with local and state laws.	
Jury Duty	Employees will receive, on an annual basis, no less than five Days of regular pay for actual jury service.	
Other (list)		
Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc.)	Inter-Con has included the cost of all applicable federal, state, and local taxes in our fully loaded rates. These taxes include the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), and Fidelity Bond.	
Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	Inter-Con will provide insurance coverage in alignment with Paragraph 8.25 of the RFP at our cost.	
Other (please continue to list)		
INDIRECT COST		
General Accounting/Bookkeeping	In addition to the dedicated overhead team that will run the day-to-day operations of this contract, the County has the full support of our Billing, Contracting, Payroll, Legal, Logistics, Human Resources, and Operations teams.	
Management Overhead (Specify)	Inter-Con will provide the following dedicated overhead personnel: •Contract Manager •Project Manager •Lead Supervisors •Recruiter •Dispatcher In addition to the dedicated assets described above, the County will benefit from program-allocated resources related to our Security Operations Center located in Pasadena, CA, which provides 24/7 watch command & dispatch support as well as Virtual Post Inspection (VPI) of all personnel in the field. Additionally, this cost covers all of the allocated efforts of our recruiting, logistics, scheduling, administrative teams in support of the County's security program.	
Operating Costs	Operating costs includes Inter-Con's indirect support expenses that are required to operate the program and satisfy all of the requirements listed in the scope of work.	
Cost of Capital	Our cost of capital is priced at 1% of total cost as a result of interest expense required to float payroll and other costs between time of payment and receipt of invoiced funds.	
Other (Specify)		
Operating Costs	Operating costs includes Inter-Con's indirect support expenses that are required to operate the program and satisfy all of the requirements listed in the scope of work. These are costs that do not fit into any other category listed in the budget.	
Cost of Capital	Our cost of capital is priced at 1% of total cost as a result of interest expense required to float payroll and other costs between time of payment and receipt of invoiced funds.	
Other (Specify)		
Profit Percentage	When determining the appropriate margin, Inter-Con evaluates factors such as program scale, staffing complexity, geographic labor conditions, operational risk, contract duration, and the level of support infrastructure required to administer the security program. This approach ensures the proposed pricing supports both day-to-day operations and ongoing investments in training, compliance, technology, and program management, while remaining competitive and sustainable over the life of the contract.	

EXHIBIT 13
BUDGET SHEET FOR SECURITY GUARD SERVICES
 Period: December 1, 2027 through June 30, 2028

Proposer: Inter-Con Security Systems, Inc.SECTOR: NORTH**DIRECT COST** (List each staff classification)

Payroll Title	Full Time Equivalent (FTE)*	Hourly Rate	Monthly Hours	Monthly Salary
Armed Security Guard	66.42	\$26.52	11,513	\$305,348.24
Armed Security Guard Supervisor	6.74	\$28.33	1,168	\$33,091.15
Total Salaries and Wages				\$338,439.39
	FTE*	Hourly OT Rate	Monthly Hours	Monthly Salary
Armed Security Guard OT	1.68	\$39.78	292	\$11,585.03
Armed Security Guard Supervisor OT	0.00	\$42.49	0	\$0.00
OT Total Salaries and Wages				\$11,585.03
GRAND TOTAL				\$350,024.42

*FTE = Full Time Equivalent Positions

Employee Benefits	FTE	Monthly Cost per FTE	Total Monthly Cost
Medical Insurance	73.16	\$29.24	\$2,139.18
Dental Insurance			\$0.00
Life Insurance			\$0.00
Sick Leave	73.16	\$97.31	\$7,119.43
Jury Duty & Bereavement Leave	73.16	\$2.31	\$169.14
Other (list)			\$0.00
Total Benefits			\$9,427.75

Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc. List each item separately and add additional lines if necessary)	
FICA	\$28,095.31
FUTA	\$599.96
SUI	\$4,699.65
Total Payroll Taxes	\$33,394.91

Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	
Other (please continue to list)	\$0.00
Total Insurance/Misc. S & S	\$0.00

TOTAL DIRECT COSTS \$392,847.09

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$37,594.96
Management Overhead (Specify)	\$45,604.51
Operating Costs	\$58,820.00
Cost of Capital	\$5,888.82
Other (Specify)	\$0.00

TOTAL INDIRECT COSTS \$147,908.28

TOTAL DIRECT AND INDIRECT COST\$540,755.37

PROFIT (Please enter percentage) 7.36%

\$39,822.81**TOTAL MONTHLY COSTS**\$580,578.18**TOTAL PERIOD COST**\$4,064,047.24

* FTE values represent the total work effort based on 2,080 hours per year and do not necessarily reflect the actual headcount of 70 individual guards assigned in SOW, Attachment 2, Minimum Staffing Plan by Zone.

BUDGET NARRATIVE FOR SECURITY GUARD SERVICES
Contract Period: December 1, 2027 through June 30, 2028

BUDGET NARRATIVE		EXHIBIT 13
Contractor Name: <u>Inter-Con Security Systems</u> Sector: <u>NORTH</u>		
DIRECT COST		
Armed Security Guard	Description: An Armed Security Guard will be responsible for providing visible, armed security presence at DPSS facilities. They are deployed at designated fixed posts or patrol assignments. Duties: Monitor facility entrances and exits to control access. Perform foot patrols of interior and exterior areas. Enforce facility security and safety rules. Respond to emergencies and security incidents. Provide escorts for staff and visitors when requested. Complete incident reports and daily logs. Operate security equipment including CCTV and electronic post confirmation systems.	
Armed Security Guard Supervisor	Description: This is a supervisory role assigned to oversee the performance and conduct of Armed Security Guards across multiple posts or zones. One supervisor is required for every 10 Armed Security Guards. Duties: Supervise Security Guards daily. Coordinate scheduling, breaks, and coverage. Monitor performance and enforce standards. Ensure post orders are followed correctly. Complete incident reviews and forward to contract managers. Act as point of contact with DPSS representatives.	
Armed Security Guard OT	Description: This classification refers to the same position and responsibilities as the Armed Security Guard, but when hours are worked beyond the normal shift or on holidays. Duties: All regular duties as listed above. Must be available to respond on short notice. Ensure seamless security during unplanned coverage gaps, emergencies, or staff absences.	
Armed Security Guard Supervisor OT	Description: This classification denotes supervisory coverage during overtime periods, including nights, weekends, or holidays. Duties: Oversee all Security Guard overtime activities. Ensure relief schedules are in place. Document incidents or staffing changes during the OT shift. Report anomalies and escalate critical issues to the Contract Manager or DPSS.	
Medical Insurance	Inter-Con has fully incorporated our estimated cost for medical insurance premiums into our bill rates. All non-management personnel will be offered an Affordable Care Act (ACA) compliant Bronze-style medical plan. Our salaried personnel will be eligible for Inter-Con's corporate insurance offering.	
Dental Insurance	Inter-Con offers this option to our personnel as a personal buy-up deduction. There is not cost to the County for this insurance.	
Life Insurance	Inter-Con offers this option to our personnel as a personal buy-up deduction. There is not cost to the County for this insurance.	
Holiday	Inter-Con understands Per RFP Section 4.5.3 that "Contractor will be paid by County at the overtime rate of one and a half (1.5) times the hourly labor rate for Security Guard and Armed Security Guard Supervisor hours required on dates that are recognized by both County and Contractor as holidays, provided the Contractor pays the overtime rate of one and a half (1.5) times the hourly labor rate to Security Guards and Armed Security Guard Supervisor." Because the budget sheets must match Exhibit 10's totals, and Exhibit 10 does not include holiday hours or premium rates, we have excluded holiday premium cost from our budget breakdown at this time. Please note that Inter-Con intends to at 1.5x the regular bill rates listed in Exhibit 10 for all services worked on holidays, per RFP Section 4.5.3.	
Sick Leave	All personnel will receive Sick Leave in accordance with local and state laws.	
Jury Duty	Employees will receive, on an annual basis, no less than five Days of regular pay for actual jury service.	
Other (list)		
Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc.)	Inter-Con has included the cost of all applicable federal, state, and local taxes in our fully loaded rates. These taxes include the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), and Fidelity Bond.	
Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	Inter-Con will provide insurance coverage in alignment with Paragraph 8.25 of the RFP at our cost.	
Other (please continue to list)		
INDIRECT COST		
General Accounting/Bookkeeping	In addition to the dedicated overhead team that will run the day-to-day operations of this contract, the County has the full support of our Billing, Contracting, Payroll, Legal, Logistics, Human Resources, and Operations teams.	
Management Overhead (Specify)	Inter-Con will provide the following dedicated overhead personnel: •Contract Manager •Project Manager •Lead Supervisors •Recruiter •Dispatcher In addition to the dedicated assets described above, the County will benefit from program-allocated resources related to our Security Operations Center located in Pasadena, CA, which provides 24/7 watch command & dispatch support as well as Virtual Post Inspection (VPI) of all personnel in the field. Additionally, this cost covers all of the allocated efforts of our recruiting, logistics, scheduling, administrative teams in support of the County's security program.	
Operating Costs	Operating costs includes Inter-Con's indirect support expenses that are required to operate the program and satisfy all of the requirements listed in the scope of work.	
Cost of Capital	Our cost of capital is priced at 1% of total cost as a result of interest expense required to float payroll and other costs between time of payment and receipt of invoiced funds.	
Other (Specify)		
Operating Costs	Operating costs includes Inter-Con's indirect support expenses that are required to operate the program and satisfy all of the requirements listed in the scope of work. These are costs that do not fit into any other category listed in the budget.	
Cost of Capital	Our cost of capital is priced at 1% of total cost as a result of interest expense required to float payroll and other costs between time of payment and receipt of invoiced funds.	
Other (Specify)		
Profit Percentage	When determining the appropriate margin, Inter-Con evaluates factors such as program scale, staffing complexity, geographic labor conditions, operational risk, contract duration, and the level of support infrastructure required to administer the security program. This approach ensures the proposed pricing supports both day-to-day operations and ongoing investments in training, compliance, technology, and program management, while remaining competitive and sustainable over the life of the contract.	

EXHIBIT 13
BUDGET SHEET FOR SECURITY GUARD SERVICES
 Period: July 1, 2028 through November 30, 2028

Proposer: Inter-Con Security Systems, Inc.SECTOR: NORTH**DIRECT COST** (List each staff classification)

Payroll Title	Full Time Equivalent (FTE)*	Hourly Rate	Monthly Hours	Monthly Salary
Armed Security Guard	66.24	\$27.32	11,482	\$313,656.36
Armed Security Guard Supervisor	6.72	\$29.17	1,165	\$33,982.75
Total Salaries and Wages				\$347,639.11
	FTE*	Hourly OT Rate	Monthly Hours	Monthly Salary
Armed Security Guard OT	1.68	\$40.98	291	\$11,932.58
Armed Security Guard Supervisor OT	0.00	\$43.76	0	\$0.00
OT Total Salaries and Wages				\$11,932.58
GRAND TOTAL				\$359,571.69

*FTE = Full Time Equivalent Positions

Employee Benefits	FTE	Monthly Cost per FTE	Total Monthly Cost
Medical Insurance	72.96	\$30.12	\$2,197.32
Dental Insurance			\$0.00
Life Insurance			\$0.00
Sick Leave	72.96	\$100.23	\$7,312.97
Jury Duty & Bereavement Leave	72.96	\$2.38	\$173.74
Other (list)			\$0.00
Total Benefits			\$9,684.03

Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc.
List each item separately and add additional lines if necessary)

FICA	\$28,861.50
FUTA	\$616.32
SUI	\$4,827.82
Total Payroll Taxes	\$34,305.64

Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)

Other (please continue to list)	\$0.00
Total Insurance/Misc. S & S	\$0.00

TOTAL DIRECT COSTS**\$403,561.35****INDIRECT COST** (List all appropriate)

General Accounting/Bookkeeping	\$38,620.22
Management Overhead (Specify)	\$46,848.20
Operating Costs	\$60,424.10
Cost of Capital	\$6,049.42
Other (Specify)	\$0.00

TOTAL INDIRECT COSTS**\$151,941.94****TOTAL DIRECT AND INDIRECT COST****\$555,503.29**

PROFIT (Please enter percentage) 7.35%

\$40,841.87**TOTAL MONTHLY COSTS****\$596,345.15****TOTAL PERIOD COST****\$2,981,725.76**

* FTE values represent the total work effort based on 2,080 hours per year and do not necessarily reflect the actual headcount of 70 individual guards assigned in SOW, Attachment 2, Minimum Staffing Plan by Zone.

BUDGET NARRATIVE FOR SECURITY GUARD SERVICES
Contract Period: July 1, 2028 through November 30, 2028

BUDGET NARRATIVE		EXHIBIT 13
Contractor Name: <u>Inter-Con Security Systems, Inc.</u> , Sector: <u>NORTH</u>		
DIRECT COST		
Armed Security Guard	Description: An Armed Security Guard will be responsible for providing visible, armed security presence at DPSS facilities. They are deployed at designated fixed posts or patrol assignments. Duties: Monitor facility entrances and exits to control access. Perform foot patrols of interior and exterior areas. Enforce facility security and safety rules. Respond to emergencies and security incidents. Provide escorts for staff and visitors when requested. Complete incident reports and daily logs. Operate security equipment including CCTV and electronic post confirmation systems.	
Armed Security Guard Supervisor	Description: This is a supervisory role assigned to oversee the performance and conduct of Armed Security Guards across multiple posts or zones. One supervisor is required for every 10 Armed Security Guards. Duties: Supervise Security Guards daily. Coordinate scheduling, breaks, and coverage. Monitor performance and enforce standards. Ensure post orders are followed correctly. Complete incident reviews and forward to contract managers. Act as point of contact with DPSS representatives.	
Armed Security Guard OT	Description: This classification refers to the same position and responsibilities as the Armed Security Guard, but when hours are worked beyond the normal shift or on holidays. Duties: All regular duties as listed above. Must be available to respond on short notice. Ensure seamless security during unplanned coverage gaps, emergencies, or staff absences.	
Armed Security Guard Supervisor OT	Description: This classification denotes supervisory coverage during overtime periods, including nights, weekends, or holidays. Duties: Oversee all Security Guard overtime activities. Ensure relief schedules are in place. Document incidents or staffing changes during the OT shift. Report anomalies and escalate critical issues to the Contract Manager or DPSS.	
Medical Insurance	Inter-Con has fully incorporated our estimated cost for medical insurance premiums into our bill rates. All non-management personnel will be offered an Affordable Care Act (ACA) compliant Bronze-style medical plan. Our salaried personnel will be eligible for Inter-Con's corporate insurance offering.	
Dental Insurance	Inter-Con offers this option to our personnel as a personal buy-up deduction. There is not cost to the County for this insurance.	
Life Insurance	Inter-Con offers this option to our personnel as a personal buy-up deduction. There is not cost to the County for this insurance.	
Holiday	Inter-Con understands Per RFP Section 4.5.3 that "Contractor will be paid by County at the overtime rate of one and a half (1.5) times the hourly labor rate for Security Guard and Armed Security Guard Supervisor hours required on dates that are recognized by both County and Contractor as holidays, provided the Contractor pays the overtime rate of one and a half (1.5) times the hourly labor rate to Security Guards and Armed Security Guard Supervisor." Because the budget sheets must match Exhibit 10's totals, and Exhibit 10 does not include holiday hours or premium rates, we have excluded holiday premium cost from our budget breakdown at this time. Please note that Inter-Con intends to at 1.5x the regular bill rates listed in Exhibit 10 for all services worked on holidays, per RFP Section 4.5.3.	
Sick Leave	All personnel will receive Sick Leave in accordance with local and state laws.	
Jury Duty	Employees will receive, on an annual basis, no less than five Days of regular pay for actual jury service.	
Other (list)		
Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc.)	Inter-Con has included the cost of all applicable federal, state, and local taxes in our fully loaded rates. These taxes include the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), and Fidelity Bond.	
Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	Inter-Con will provide insurance coverage in alignment with Paragraph 8.25 of the RFP at our cost.	
Other (please continue to list)		
INDIRECT COST		
General Accounting/Bookkeeping	In addition to the dedicated overhead team that will run the day-to-day operations of this contract, the County has the full support of our Billing, Contracting, Payroll, Legal, Logistics, Human Resources, and Operations teams.	
Management Overhead (Specify)	Inter-Con will provide the following dedicated overhead personnel: •Contract Manager •Project Manager •Lead Supervisors •Recruiter •Dispatcher In addition to the dedicated assets described above, the County will benefit from program-allocated resources related to our Security Operations Center located in Pasadena, CA, which provides 24/7 watch command & dispatch support as well as Virtual Post Inspection (VPI) of all personnel in the field. Additionally, this cost covers all of the allocated efforts of our recruiting, logistics, scheduling, administrative teams in support of the County's security program.	
Operating Costs	Operating costs includes Inter-Con's indirect support expenses that are required to operate the program and satisfy all of the requirements listed in the scope of work.	
Cost of Capital	Our cost of capital is priced at 1% of total cost as a result of interest expense required to float payroll and other costs between time of payment and receipt of invoiced funds.	
Other (Specify)		
Operating Costs	Operating costs includes Inter-Con's indirect support expenses that are required to operate the program and satisfy all of the requirements listed in the scope of work. These are costs that do not fit into any other category listed in the budget.	
Cost of Capital	Our cost of capital is priced at 1% of total cost as a result of interest expense required to float payroll and other costs between time of payment and receipt of invoiced funds.	
Other (Specify)		
Profit Percentage	When determining the appropriate margin, Inter-Con evaluates factors such as program scale, staffing complexity, geographic labor conditions, operational risk, contract duration, and the level of support infrastructure required to administer the security program. This approach ensures the proposed pricing supports both day-to-day operations and ongoing investments in training, compliance, technology, and program management, while remaining competitive and sustainable over the life of the contract.	

EXHIBIT 13
BUDGET SHEET FOR SECURITY GUARD SERVICES
 Period: December 1, 2028 through June 30, 2029

Proposer: Inter-Con Security Systems, Inc.SECTOR: NORTH**DIRECT COST** (List each staff classification)

Payroll Title	Full Time Equivalent (FTE)*	Hourly Rate	Monthly Hours	Monthly Salary
Armed Security Guard	66.42	\$27.32	11,513	\$314,508.69
Armed Security Guard Supervisor	6.74	\$29.17	1,168	\$34,083.89
Total Salaries and Wages				\$348,592.57
	FTE*	Hourly OT Rate	Monthly Hours	Monthly Salary
Armed Security Guard OT	1.68	\$40.98	292	\$11,932.58
Armed Security Guard Supervisor OT	0.00	\$43.76	0	\$0.00
OT Total Salaries and Wages				\$11,932.58
GRAND TOTAL				\$360,525.15

*FTE = Full Time Equivalent Positions

Employee Benefits	FTE	Monthly Cost per FTE	Total Monthly Cost
Medical Insurance	73.16	\$30.12	\$2,203.36
Dental Insurance			\$0.00
Life Insurance			\$0.00
Sick Leave	73.16	\$100.23	\$7,333.02
Jury Duty & Bereavement Leave	73.16	\$2.38	\$174.21
Other (list)			\$0.00
Total Benefits			\$9,710.59

Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc. List each item separately and add additional lines if necessary)	
FICA	\$28,938.16
FUTA	\$617.95
SUI	\$4,840.64
Total Payroll Taxes	\$34,396.76

Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	
Other (please continue to list)	\$0.00
Total Insurance/Misc. S & S	\$0.00

TOTAL DIRECT COSTS \$404,632.50

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$38,722.80
Management Overhead (Specify)	\$46,972.64
Operating Costs	\$60,584.60
Cost of Capital	\$6,065.49
Other (Specify)	\$0.00

TOTAL INDIRECT COSTS \$152,345.53

TOTAL DIRECT AND INDIRECT COST \$556,978.03

PROFIT (Please enter percentage) 7.36% \$41,005.43

TOTAL MONTHLY COSTS \$597,983.46

TOTAL PERIOD COST \$4,185,884.24

* FTE values represent the total work effort based on 2,080 hours per year and do not necessarily reflect the actual headcount of 70 individual guards assigned in SOW, Attachment 2, Minimum Staffing Plan by Zone.

BUDGET NARRATIVE FOR SECURITY GUARD SERVICES
Contract Period: December 1, 2028 through June 30, 2029

BUDGET NARRATIVE		EXHIBIT 13
Contractor Name: <u>Inter-Con Security Systems</u> Sector: <u>NORTH</u>		
DIRECT COST		
Armed Security Guard	Description: An Armed Security Guard will be responsible for providing visible, armed security presence at DPSS facilities. They are deployed at designated fixed posts or patrol assignments. Duties: Monitor facility entrances and exits to control access. Perform foot patrols of interior and exterior areas. Enforce facility security and safety rules. Respond to emergencies and security incidents. Provide escorts for staff and visitors when requested. Complete incident reports and daily logs. Operate security equipment including CCTV and electronic post confirmation systems.	
Armed Security Guard Supervisor	Description: This is a supervisory role assigned to oversee the performance and conduct of Armed Security Guards across multiple posts or zones. One supervisor is required for every 10 Armed Security Guards. Duties: Supervise Security Guards daily. Coordinate scheduling, breaks, and coverage. Monitor performance and enforce standards. Ensure post orders are followed correctly. Complete incident reviews and forward to contract managers. Act as point of contact with DPSS representatives.	
Armed Security Guard OT	Description: This classification refers to the same position and responsibilities as the Armed Security Guard, but when hours are worked beyond the normal shift or on holidays. Duties: All regular duties as listed above. Must be available to respond on short notice. Ensure seamless security during unplanned coverage gaps, emergencies, or staff absences.	
Armed Security Guard Supervisor OT	Description: This classification denotes supervisory coverage during overtime periods, including nights, weekends, or holidays. Duties: Oversee all Security Guard overtime activities. Ensure relief schedules are in place. Document incidents or staffing changes during the OT shift. Report anomalies and escalate critical issues to the Contract Manager or DPSS.	
Medical Insurance	Inter-Con has fully incorporated our estimated cost for medical insurance premiums into our bill rates. All non-management personnel will be offered an Affordable Care Act (ACA) compliant Bronze-style medical plan. Our salaried personnel will be eligible for Inter-Con's corporate insurance offering.	
Dental Insurance	Inter-Con offers this option to our personnel as a personal buy-up deduction. There is not cost to the County for this insurance.	
Life Insurance	Inter-Con offers this option to our personnel as a personal buy-up deduction. There is not cost to the County for this insurance.	
Holiday	Inter-Con understands Per RFP Section 4.5.3 that "Contractor will be paid by County at the overtime rate of one and a half (1.5) times the hourly labor rate for Security Guard and Armed Security Guard Supervisor hours required on dates that are recognized by both County and Contractor as holidays, provided the Contractor pays the overtime rate of one and a half (1.5) times the hourly labor rate to Security Guards and Armed Security Guard Supervisor." Because the budget sheets must match Exhibit 10's totals, and Exhibit 10 does not include holiday hours or premium rates, we have excluded holiday premium cost from our budget breakdown at this time. Please note that Inter-Con intends to at 1.5x the regular bill rates listed in Exhibit 10 for all services worked on holidays, per RFP Section 4.5.3.	
Sick Leave	All personnel will receive Sick Leave in accordance with local and state laws.	
Jury Duty	Employees will receive, on an annual basis, no less than five Days of regular pay for actual jury service.	
Other (list)		
Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc.)	Inter-Con has included the cost of all applicable federal, state, and local taxes in our fully loaded rates. These taxes include the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), and Fidelity Bond.	
Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	Inter-Con will provide insurance coverage in alignment with Paragraph 8.25 of the RFP at our cost.	
Other (please continue to list)		
INDIRECT COST		
General Accounting/Bookkeep	In addition to the dedicated overhead team that will run the day-to-day operations of this contract, the County has the full support of our Billing, Contracting, Payroll, Legal, Logistics, Human Resources, and Operations teams.	
Management Overhead (Specify)	Inter-Con will provide the following dedicated overhead personnel: •Contract Manager •Project Manager •Lead Supervisors •Recruiter •Dispatcher In addition to the dedicated assets described above, the County will benefit from program-allocated resources related to our Security Operations Center located in Pasadena, CA, which provides 24/7 watch command & dispatch support as well as Virtual Post Inspection (VPI) of all personnel in the field. Additionally, this cost covers all of the allocated efforts of our recruiting, logistics, scheduling, administrative teams in support of the County's security program.	
Operating Costs	Operating costs includes Inter-Con's indirect support expenses that are required to operate the program and satisfy all of the requirements listed in the scope of work.	
Cost of Capital	Our cost of capital is priced at 1% of total cost as a result of interest expense required to float payroll and other costs between time of payment and receipt of invoiced funds.	
Other (Specify)		
Operating Costs	Operating costs includes Inter-Con's indirect support expenses that are required to operate the program and satisfy all of the requirements listed in the scope of work. These are costs that do not fit into any other category listed in the budget.	
Cost of Capital	Our cost of capital is priced at 1% of total cost as a result of interest expense required to float payroll and other costs between time of payment and receipt of invoiced funds.	
Other (Specify)		
Profit Percentage	When determining the appropriate margin, Inter-Con evaluates factors such as program scale, staffing complexity, geographic labor conditions, operational risk, contract duration, and the level of support infrastructure required to administer the security program. This approach ensures the proposed pricing supports both day-to-day operations and ongoing investments in training, compliance, technology, and program management, while remaining competitive and sustainable over the life of the contract.	

EXHIBIT 13
BUDGET SHEET FOR SECURITY GUARD SERVICES
 Period: July 1, 2029 through November 30, 2029

Proposer: Inter-Con Security Systems, Inc.SECTOR: NORTH**DIRECT COST** (List each staff classification)

Payroll Title	Full Time Equivalent (FTE)*	Hourly Rate	Monthly Hours	Monthly Salary
Armed Security Guard	66.24	\$28.14	11,482	\$323,066.05
Armed Security Guard Supervisor	6.72	\$30.05	1,165	\$35,002.23
Total Salaries and Wages				\$358,068.28
	FTE*	Hourly OT Rate	Monthly Hours	Monthly Salary
Armed Security Guard OT	1.68	\$42.21	291	\$12,290.56
Armed Security Guard Supervisor OT	0.00	\$45.07	0	\$0.00
OT Total Salaries and Wages				\$12,290.56
GRAND TOTAL				\$370,358.84

*FTE = Full Time Equivalent Positions

Employee Benefits	FTE	Monthly Cost per FTE	Total Monthly Cost
Medical Insurance	72.96	\$31.02	\$2,263.24
Dental Insurance			\$0.00
Life Insurance			\$0.00
Sick Leave	72.96	\$103.23	\$7,531.33
Jury Duty & Bereavement Leave	72.96	\$2.45	\$178.92
Other (list)			\$0.00
Total Benefits			\$9,973.49

Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc.
 List each item separately and add additional lines if necessary)

FICA	\$29,727.35
FUTA	\$634.81
SUI	\$4,972.65
Total Payroll Taxes	\$35,334.81

Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)

Other (please continue to list)	\$0.00
Total Insurance/Misc. S & S	\$0.00

TOTAL DIRECT COSTS **\$415,667.14**

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$39,778.83
Management Overhead (Specify)	\$48,253.65
Operating Costs	\$62,236.82
Cost of Capital	\$6,230.90
Other (Specify)	\$0.00

TOTAL INDIRECT COSTS **\$156,500.19**

TOTAL DIRECT AND INDIRECT COST **\$572,167.33**

PROFIT (Please enter percentage) 7.35% **\$42,058.75**

TOTAL MONTHLY COSTS **\$614,226.08**

TOTAL PERIOD COST **\$3,071,130.40**

* FTE values represent the total work effort based on 2,080 hours per year and do not necessarily reflect the actual headcount of 70 individual guards assigned in SOW, Attachment 2, Minimum Staffing Plan by Zone.

BUDGET NARRATIVE FOR SECURITY GUARD SERVICES
Contract Period: July 1, 2029 through November 30, 2029

BUDGET NARRATIVE		EXHIBIT 13
Contractor Name: <u>Inter-Con Security Systems</u> Sector: <u>NORTH</u>		
DIRECT COST		
Armed Security Guard	Description: An Armed Security Guard will be responsible for providing visible, armed security presence at DPSS facilities. They are deployed at designated fixed posts or patrol assignments. Duties: Monitor facility entrances and exits to control access. Perform foot patrols of interior and exterior areas. Enforce facility security and safety rules. Respond to emergencies and security incidents. Provide escorts for staff and visitors when requested. Complete incident reports and daily logs. Operate security equipment including CCTV and electronic post confirmation systems.	
Armed Security Guard Supervisor	Description: This is a supervisory role assigned to oversee the performance and conduct of Armed Security Guards across multiple posts or zones. One supervisor is required for every 10 Armed Security Guards. Duties: Supervise Security Guards daily. Coordinate scheduling, breaks, and coverage. Monitor performance and enforce standards. Ensure post orders are followed correctly. Complete incident reviews and forward to contract managers. Act as point of contact with DPSS representatives.	
Armed Security Guard OT	Description: This classification refers to the same position and responsibilities as the Armed Security Guard, but when hours are worked beyond the normal shift or on holidays. Duties: All regular duties as listed above. <u>Must be available to respond on short notice.</u>	
Armed Security Guard Supervisor OT	Description: This classification denotes supervisory coverage during overtime periods, including nights, weekends, or holidays. Duties: Oversee all Security Guard overtime activities. Ensure relief schedules are in place. Document incidents or staffing changes during the OT shift. Report anomalies and escalate critical issues to the Contract Manager or DPSS.	
Medical Insurance	Inter-Con has fully incorporated our estimated cost for medical insurance premiums into our bill rates. All non-management personnel will be offered an Affordable Care Act (ACA) compliant Bronze-style medical plan. Our salaried personnel will be eligible for Inter-Con's corporate insurance offering.	
Dental Insurance	Inter-Con offers this option to our personnel as a personal buy-up deduction. There is not cost to the County for this insurance.	
Life Insurance	Inter-Con offers this option to our personnel as a personal buy-up deduction. There is not cost to the County for this insurance.	
Holiday	Inter-Con understands Per RFP Section 4.5.3 that "Contractor will be paid by County at the overtime rate of one and a half (1.5) times the hourly labor rate for Security Guard and Armed Security Guard Supervisor hours required on dates that are recognized by both County and Contractor as holidays, provided the Contractor pays the overtime rate of one and a half (1.5) times the hourly labor rate to Security Guards and Armed Security Guard Supervisor." Because the budget sheets must match Exhibit 10's totals, and Exhibit 10 does not include holiday hours or premium rates, we have excluded holiday premium cost from our budget breakdown at this time. Please note that Inter-Con intends to at 1.5x the regular bill rates listed in Exhibit 10 for all services worked on holidays, per RFP Section 4.5.3.	
Sick Leave	All personnel will receive Sick Leave in accordance with local and state laws.	
Jury Duty	Employees will receive, on an annual basis, no less than five Days of regular pay for actual jury service.	
Other (list)		
Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc.)	Inter-Con has included the cost of all applicable federal, state, and local taxes in our fully loaded rates. These taxes include the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), and Fidelity Bond.	
Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	Inter-Con will provide insurance coverage in alignment with Paragraph 8.25 of the RFP at our cost.	
Other (please continue to list)		
INDIRECT COST		
General Accounting/Bookkeeping	In addition to the dedicated overhead team that will run the day-to-day operations of this contract, the County has the full support of our Billing, Contracting, Payroll, Legal, Logistics, Human Resources, and Operations teams.	
Management Overhead (Specify)	Inter-Con will provide the following dedicated overhead personnel: •Contract Manager •Project Manager •Lead Supervisors •Recruiter •Dispatcher In addition to the dedicated assets described above, the County will benefit from program-allocated resources related to our Security Operations Center located in Pasadena, CA, which provides 24/7 watch command & dispatch support as well as Virtual Post Inspection (VPI) of all personnel in the field. Additionally, this cost covers all of the allocated efforts of our recruiting, logistics, scheduling, administrative teams in support of the County's security program.	
Operating Costs	Operating costs includes Inter-Con's indirect support expenses that are required to operate the program and satisfy all of the requirements listed in the scope of work.	
Cost of Capital	Our cost of capital is priced at 1% of total cost as a result of interest expense required to float payroll and other costs between time of payment and receipt of invoiced funds.	
Other (Specify)		
Operating Costs	Operating costs includes Inter-Con's indirect support expenses that are required to operate the program and satisfy all of the requirements listed in the scope of work. These are costs that do not fit into any other category listed in the budget.	
Cost of Capital	Our cost of capital is priced at 1% of total cost as a result of interest expense required to float payroll and other costs between time of payment and receipt of invoiced funds.	
Other (Specify)		
Profit Percentage	When determining the appropriate margin, Inter-Con evaluates factors such as program scale, staffing complexity, geographic labor conditions, operational risk, contract duration, and the level of support infrastructure required to administer the security program. This approach ensures the proposed pricing supports both day-to-day operations and ongoing investments in training, compliance, technology, and program management, while remaining competitive and sustainable over the life of the contract.	

EXHIBIT 13
BUDGET SHEET FOR SECURITY GUARD SERVICES
 Period: December 1, 2029 through June 30, 2030

Proposer: Inter-Con Security Systems, Inc.SECTOR: NORTH**DIRECT COST** (List each staff classification)

Payroll Title	Full Time Equivalent (FTE)*	Hourly Rate	Monthly Hours	Monthly Salary
Armed Security Guard	66.42	\$28.14	11,513	\$323,943.95
Armed Security Guard Supervisor	6.74	\$30.05	1,168	\$35,106.40
Total Salaries and Wages				\$359,050.35
	FTE*	Hourly OT Rate	Monthly Hours	Monthly Salary
Armed Security Guard OT	1.68	\$42.21	292	\$12,290.56
Armed Security Guard Supervisor OT	0.00	\$45.07	0	\$0.00
OT Total Salaries and Wages				\$12,290.56
GRAND TOTAL				\$371,340.91

*FTE = Full Time Equivalent Positions

Employee Benefits	FTE	Monthly Cost per FTE	Total Monthly Cost
Medical Insurance	73.16	\$31.02	\$2,269.46
Dental Insurance			\$0.00
Life Insurance			\$0.00
Sick Leave	73.16	\$103.23	\$7,552.08
Jury Duty & Bereavement Leave	73.16	\$2.45	\$179.42
Other (list)			\$0.00
Total Benefits			\$10,000.96

Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc.
 List each item separately and add additional lines if necessary)

FICA	\$29,806.31
FUTA	\$636.49
SUI	\$4,985.86
Total Payroll Taxes	\$35,428.66

Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	
Other (please continue to list)	\$0.00
Total Insurance/Misc. S & S	\$0.00

TOTAL DIRECT COSTS**\$416,770.53****INDIRECT COST** (List all appropriate)

General Accounting/Bookkeeping	\$39,884.49
Management Overhead (Specify)	\$48,381.82
Operating Costs	\$62,402.13
Cost of Capital	\$6,247.45
Other (Specify)	\$0.00

TOTAL INDIRECT COSTS**\$156,915.90****TOTAL DIRECT AND INDIRECT COST****\$573,686.42**

PROFIT (Please enter percentage) 7.36%

\$42,227.09**TOTAL MONTHLY COSTS****\$615,913.51****TOTAL PERIOD COST****\$4,311,394.60**

* FTE values represent the total work effort based on 2,080 hours per year and do not necessarily reflect the actual headcount of 70 individual guards assigned in SOW, Attachment 2, Minimum Staffing Plan by Zone.

BUDGET NARRATIVE FOR SECURITY GUARD SERVICES
Contract Period: December 1, 2029 through June 30, 2030

BUDGET NARRATIVE		EXHIBIT 13
Contractor Name: <u>Inter-Con Security Systems</u> Sector: <u>NORTH</u>		
DIRECT COST		
Armed Security Guard	Description: An Armed Security Guard will be responsible for providing visible, armed security presence at DPSS facilities. They are deployed at designated fixed posts or patrol assignments. Duties: Monitor facility entrances and exits to control access. Perform foot patrols of interior and exterior areas. Enforce facility security and safety rules. Respond to emergencies and security incidents. Provide escorts for staff and visitors when requested. Complete incident reports and daily logs. Operate security equipment including CCTV and electronic post confirmation systems.	
Armed Security Guard Supervisor	Description: This is a supervisory role assigned to oversee the performance and conduct of Armed Security Guards across multiple posts or zones. One supervisor is required for every 10 Armed Security Guards. Duties: Supervise Security Guards daily. Coordinate scheduling, breaks, and coverage. Monitor performance and enforce standards. Ensure post orders are followed correctly. Complete incident reviews and forward to contract managers. Act as point of contact with DPSS representatives.	
Armed Security Guard OT	Description: This classification refers to the same position and responsibilities as the Armed Security Guard, but when hours are worked beyond the normal shift or on holidays. Duties: All regular duties as listed above. Must be available to respond on short notice. Ensure seamless security during unplanned coverage gaps, emergencies, or staff absences.	
Armed Security Guard Supervisor OT	Description: This classification denotes supervisory coverage during overtime periods, including nights, weekends, or holidays. Duties: Oversee all Security Guard overtime activities. Ensure relief schedules are in place. Document incidents or staffing changes during the OT shift. Report anomalies and escalate critical issues to the Contract Manager or DPSS.	
Medical Insurance	Inter-Con has fully incorporated our estimated cost for medical insurance premiums into our bill rates. All non-management personnel will be offered an Affordable Care Act (ACA) compliant Bronze-style medical plan. Our salaried personnel will be eligible for Inter-Con's corporate insurance offering.	
Dental Insurance	Inter-Con offers this option to our personnel as a personal buy-up deduction. There is not cost to the County for this insurance.	
Life Insurance	Inter-Con offers this option to our personnel as a personal buy-up deduction. There is not cost to the County for this insurance.	
Holiday	Inter-Con understands Per RFP Section 4.5.3 that "Contractor will be paid by County at the overtime rate of one and a half (1.5) times the hourly labor rate for Security Guard and Armed Security Guard Supervisor hours required on dates that are recognized by both County and Contractor as holidays, provided the Contractor pays the overtime rate of one and a half (1.5) times the hourly labor rate to Security Guards and Armed Security Guard Supervisor." Because the budget sheets must match Exhibit 10's totals, and Exhibit 10 does not include holiday hours or premium rates, we have excluded holiday premium cost from our budget breakdown at this time. Please note that Inter-Con intends to at 1.5x the regular bill rates listed in Exhibit 10 for all services worked on holidays, per RFP Section 4.5.3.	
Sick Leave	All personnel will receive Sick Leave in accordance with local and state laws.	
Jury Duty	Employees will receive, on an annual basis, no less than five Days of regular pay for actual jury service.	
Other (list)		
Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc.)	Inter-Con has included the cost of all applicable federal, state, and local taxes in our fully loaded rates. These taxes include the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), and Fidelity Bond.	
Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25 Insurance Coverage Requirements)	Inter-Con will provide insurance coverage in alignment with Paragraph 8.25 of the RFP at our cost.	
Other (please continue to list)		
INDIRECT COST		
General Accounting/Bookkeeping	In addition to the dedicated overhead team that will run the day-to-day operations of this contract, the County has the full support of our Billing, Contracting, Payroll, Legal, Logistics, Human Resources, and Operations teams.	
Management Overhead (Specify)	Inter-Con will provide the following dedicated overhead personnel: •Contract Manager •Project Manager •Lead Supervisors •Recruiter •Dispatcher In addition to the dedicated assets described above, the County will benefit from program-allocated resources related to our Security Operations Center located in Pasadena, CA, which provides 24/7 watch command & dispatch support as well as Virtual Post Inspection (VPI) of all personnel in the field. Additionally, this cost covers all of the allocated efforts of our recruiting, logistics, scheduling, administrative teams in support of the County's security program.	
Operating Costs	Operating costs includes Inter-Con's indirect support expenses that are required to operate the program and satisfy all of the requirements listed in the scope of work.	
Cost of Capital	Our cost of capital is priced at 1% of total cost as a result of interest expense required to float payroll and other costs between time of payment and receipt of invoiced funds.	
Other (Specify)		
Operating Costs	Operating costs includes Inter-Con's indirect support expenses that are required to operate the program and satisfy all of the requirements listed in the scope of work. These are costs that do not fit into any other category listed in the budget.	
Cost of Capital	Our cost of capital is priced at 1% of total cost as a result of interest expense required to float payroll and other costs between time of payment and receipt of invoiced funds.	
Other (Specify)		
Profit Percentage	When determining the appropriate margin, Inter-Con evaluates factors such as program scale, staffing complexity, geographic labor conditions, operational risk, contract duration, and the level of support infrastructure required to administer the security program. This approach ensures the proposed pricing supports both day-to-day operations and ongoing investments in training, compliance, technology, and program management, while remaining competitive and sustainable over the life of the contract.	

EXHIBIT 13
BUDGET SHEET FOR SECURITY GUARD SERVICES
 Period: July 1, 2030 through November 30, 2030

Proposer: Inter-Con Security Systems, Inc.

SECTOR: NORTH**DIRECT COST** (List each staff classification)

Payroll Title	Full Time Equivalent (FTE)*	Hourly Rate	Monthly Hours	Monthly Salary
Armed Security Guard	66.24	\$28.98	11,482	\$332,758.03
Armed Security Guard Supervisor	6.72	\$30.95	1,165	\$36,052.30
Total Salaries and Wages				\$368,810.33
	FTE*	Hourly OT Rate	Monthly Hours	Monthly Salary
Armed Security Guard OT	1.68	\$43.47	291	\$12,659.27
Armed Security Guard Supervisor OT	0.00	\$46.43	0	\$0.00
OT Total Salaries and Wages				\$12,659.27
GRAND TOTAL				\$381,469.60

*FTE = Full Time Equivalent Positions

Employee Benefits	FTE	Monthly Cost per FTE	Total Monthly Cost
Medical Insurance	72.96	\$31.95	\$2,331.14
Dental Insurance			\$0.00
Life Insurance			\$0.00
Sick Leave	72.96	\$106.32	\$7,757.27
Jury Duty & Bereavement Leave	72.96	\$2.53	\$184.29
Other (list)			\$0.00
Total Benefits			\$10,272.70

Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc. List each item separately and add additional lines if necessary)	
FICA	\$30,619.17
FUTA	\$653.85
SUI	\$5,121.83
Total Payroll Taxes	\$36,394.85

Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	
Other (please continue to list)	\$0.00
Total Insurance/Misc. S & S	\$0.00

TOTAL DIRECT COSTS \$428,137.15

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$40,972.19
Management Overhead (Specify)	\$49,701.26
Operating Costs	\$64,103.92
Cost of Capital	\$6,417.83
Other (Specify)	\$0.00

TOTAL INDIRECT COSTS \$161,195.20

TOTAL DIRECT AND INDIRECT COST \$589,332.35

PROFIT (Please enter percentage) 7.35% \$43,309.63

TOTAL MONTHLY COSTS \$632,641.98

TOTAL PERIOD COST \$3,163,209.92

* FTE values represent the total work effort based on 2,080 hours per year and do not necessarily reflect the actual headcount of 70 individual guards assigned in SOW, Attachment 2, Minimum Staffing Plan by Zone.

BUDGET NARRATIVE FOR SECURITY GUARD SERVICES
Contract Period: July 1, 2030 through November 30, 2030

BUDGET NARRATIVE		EXHIBIT 13
Contractor Name: Inter-Con Security Systems Sector: NORTH		
DIRECT COST		
Armed Security Guard	Description: An Armed Security Guard will be responsible for providing visible, armed security presence at DPSS facilities. They are deployed at designated fixed posts or patrol assignments. Duties: Monitor facility entrances and exits to control access. Perform foot patrols of interior and exterior areas. Enforce facility security and safety rules. Respond to emergencies and security incidents. Provide escorts for staff and visitors when requested. Complete incident reports and daily logs. Operate security equipment including CCTV and electronic post confirmation systems.	
Armed Security Guard Supervisor	Description: This is a supervisory role assigned to oversee the performance and conduct of Armed Security Guards across multiple posts or zones. One supervisor is required for every 10 Armed Security Guards. Duties: Supervise Security Guards daily. Coordinate scheduling, breaks, and coverage. Monitor performance and enforce standards. Ensure post orders are followed correctly. Complete incident reviews and forward to contract managers. Act as point of contact with DPSS representatives.	
Armed Security Guard OT	Description: This classification refers to the same position and responsibilities as the Armed Security Guard, but when hours are worked beyond the normal shift or on holidays. Duties: All regular duties as listed above. Must be available to respond on short notice. Ensure seamless security during unplanned coverage gaps, emergencies, or staff absences.	
Armed Security Guard Supervisor OT	Description: This classification denotes supervisory coverage during overtime periods, including nights, weekends, or holidays. Duties: Oversee all Security Guard overtime activities. Ensure relief schedules are in place. Document incidents or staffing changes during the OT shift. Report anomalies and escalate critical issues to the Contract Manager or DPSS.	
Medical Insurance	Inter-Con has fully incorporated our estimated cost for medical insurance premiums into our bill rates. All non-management personnel will be offered an Affordable Care Act (ACA) compliant Bronze-style medical plan. Our salaried personnel will be eligible for Inter-Con's corporate insurance offering.	
Dental Insurance	Inter-Con offers this option to our personnel as a personal buy-up deduction. There is not cost to the County for this insurance.	
Life Insurance	Inter-Con offers this option to our personnel as a personal buy-up deduction. There is not cost to the County for this insurance.	
Holiday	Inter-Con understands Per RFP Section 4.5.3 that "Contractor will be paid by County at the overtime rate of one and a half (1.5) times the hourly labor rate for Security Guard and Armed Security Guard Supervisor hours required on dates that are recognized by both County and Contractor as holidays, provided the Contractor pays the overtime rate of one and a half (1.5) times the hourly labor rate to Security Guards and Armed Security Guard Supervisor." Because the budget sheets must match Exhibit 10's totals, and Exhibit 10 does not include holiday hours or premium rates, we have excluded holiday premium cost from our budget breakdown at this time. Please note that Inter-Con intends to at 1.5x the regular bill rates listed in Exhibit 10 for all services worked on holidays.	
Sick Leave	All personnel will receive Sick Leave in accordance with local and state laws.	
Jury Duty	Employees will receive, on an annual basis, no less than five Days of regular pay for actual jury service.	
Other (list)		
Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc.)	Inter-Con has included the cost of all applicable federal, state, and local taxes in our fully loaded rates. These taxes include the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), and Fidelity Bond.	
Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	Inter-Con will provide insurance coverage in alignment with Paragraph 8.25 of the RFP at our cost.	
Other (please continue to list)		
INDIRECT COST		
General Accounting/Bookkeeping	In addition to the dedicated overhead team that will run the day-to-day operations of this contract, the County has the full support of our Billing, Contracting, Payroll, Legal, Logistics, Human Resources, and Operations teams.	
Management Overhead (Specify)	Inter-Con will provide the following dedicated overhead personnel: •Contract Manager •Project Manager •Lead Supervisors •Recruiter •Dispatcher In addition to the dedicated assets described above, the County will benefit from program-allocated resources related to our Security Operations Center located in Pasadena, CA, which provides 24/7 watch command & dispatch support as well as Virtual Post Inspection (VPI) of all personnel in the field. Additionally, this cost covers all of the allocated efforts of our recruiting, logistics, scheduling, administrative teams in support of the County's security program.	
Operating Costs	Operating costs includes Inter-Con's indirect support expenses that are required to operate the program and satisfy all of the requirements listed in the scope of work.	
Cost of Capital	Our cost of capital is priced at 1% of total cost as a result of interest expense required to float payroll and other costs between time of payment and receipt of invoiced funds.	
Other (Specify)		
Operating Costs	Operating costs includes Inter-Con's indirect support expenses that are required to operate the program and satisfy all of the requirements listed in the scope of work. These are costs that do not fit into any other category listed in the budget.	
Cost of Capital	Our cost of capital is priced at 1% of total cost as a result of interest expense required to float payroll and other costs between time of payment and receipt of invoiced funds.	
Other (Specify)		
Profit Percentage	When determining the appropriate margin, Inter-Con evaluates factors such as program scale, staffing complexity, geographic labor conditions, operational risk, contract duration, and the level of support infrastructure required to administer the security program. This approach ensures the proposed pricing supports both day-to-day operations and ongoing investments in training, compliance, technology, and program management, while remaining competitive and sustainable over the life of the contract.	

EXHIBIT 13
BUDGET SHEET FOR SECURITY GUARD SERVICES
 Period: December 1, 2030 through June 30, 2031

Proposer: Inter-Con Security Systems, Inc.SECTOR: NORTH**DIRECT COST** (List each staff classification)

Payroll Title	Full Time Equivalent (FTE)*	Hourly Rate	Monthly Hours	Monthly Salary
Armed Security Guard	66.42	\$28.98	11,513	\$333,662.26
Armed Security Guard Supervisor	6.74	\$30.95	1,168	\$36,159.60
Total Salaries and Wages				\$369,821.86
	FTE*	Hourly OT Rate	Monthly Hours	Monthly Salary
Armed Security Guard OT	1.68	\$43.47	292	\$12,659.27
Armed Security Guard Supervisor OT	0.00	\$46.43	0	\$0.00
OT Total Salaries and Wages				\$12,659.27
GRAND TOTAL				\$382,481.13

*FTE = Full Time Equivalent Positions

Employee Benefits	FTE	Monthly Cost per FTE	Total Monthly Cost
Medical Insurance	73.16	\$31.95	\$2,337.54
Dental Insurance			\$0.00
Life Insurance			\$0.00
Sick Leave	73.16	\$106.33	\$7,779.15
Jury Duty & Bereavement Leave	73.16	\$2.53	\$184.81
Other (list)			\$0.00
Total Benefits			\$10,301.50

Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc.
List each item separately and add additional lines if necessary)

FICA	\$30,700.50
FUTA	\$655.59
SUI	\$5,135.44
Total Payroll Taxes	\$36,491.52

Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)

Other (please continue to list)	\$0.00
Total Insurance/Misc. S & S	\$0.00

TOTAL DIRECT COSTS**\$429,274.16****INDIRECT COST** (List all appropriate)

General Accounting/Bookkeeping	\$41,081.02
Management Overhead (Specify)	\$49,833.28
Operating Costs	\$64,274.20
Cost of Capital	\$6,434.87
Other (Specify)	\$0.00

TOTAL INDIRECT COSTS**\$161,623.37****TOTAL DIRECT AND INDIRECT COST****\$590,897.53**

PROFIT (Please enter percentage) 7.36%

\$43,482.48**TOTAL MONTHLY COSTS****\$634,380.01****TOTAL PERIOD COST****\$4,440,660.08**

* FTE values represent the total work effort based on 2,080 hours per year and do not necessarily reflect the actual headcount of 70 individual guards assigned in SOW, Attachment 2, Minimum Staffing Plan by Zone.

BUDGET NARRATIVE FOR SECURITY GUARD SERVICES
Contract Period: December 1, 2030 through June 30, 2031

BUDGET NARRATIVE		EXHIBIT 13
Contractor Name: <u>Inter-Con Security Systems</u> Sector: <u>NORTH</u>		
DIRECT COST		
Armed Security Guard	Description: An Armed Security Guard will be responsible for providing visible, armed security presence at DPSS facilities. They are deployed at designated fixed posts or patrol assignments. Duties: Monitor facility entrances and exits to control access. Perform foot patrols of interior and exterior areas. Enforce facility security and safety rules. Respond to emergencies and security incidents. Provide escorts for staff and visitors when requested. Complete incident reports and daily logs. Operate security equipment including CCTV and electronic post confirmation systems.	
Armed Security Guard Supervisor	Description: This is a supervisory role assigned to oversee the performance and conduct of Armed Security Guards across multiple posts or zones. One supervisor is required for every 10 Armed Security Guards. Duties: Supervise Security Guards daily. Coordinate scheduling, breaks, and coverage. Monitor performance and enforce standards. Ensure post orders are followed correctly. Complete incident reviews and forward to contract managers. Act as point of contact with DPSS representatives.	
Armed Security Guard OT	Description: This classification refers to the same position and responsibilities as the Armed Security Guard, but when hours are worked beyond the normal shift or on holidays. Duties: All regular duties as listed above. Must be available to respond on short notice. Ensure seamless security during unplanned coverage gaps, emergencies, or staff absences.	
Armed Security Guard Supervisor OT	Description: This classification denotes supervisory coverage during overtime periods, including nights, weekends, or holidays. Duties: Oversee all Security Guard overtime activities. Ensure relief schedules are in place. Document incidents or staffing changes during the OT shift. Report anomalies and escalate critical issues to the Contract Manager or DPSS.	
Medical Insurance	Inter-Con has fully incorporated our estimated cost for medical insurance premiums into our bill rates. All non-management personnel will be offered an Affordable Care Act (ACA) compliant Bronze-style medical plan. Our salaried personnel will be eligible for Inter-Con's corporate insurance offering.	
Dental Insurance	Inter-Con offers this option to our personnel as a personal buy-up deduction. There is not cost to the County for this insurance.	
Life Insurance	Inter-Con offers this option to our personnel as a personal buy-up deduction. There is not cost to the County for this insurance.	
Holiday	Inter-Con understands Per RFP Section 4.5.3 that "Contractor will be paid by County at the overtime rate of one and a half (1.5) times the hourly labor rate for Security Guard and Armed Security Guard Supervisor hours required on dates that are recognized by both County and Contractor as holidays, provided the Contractor pays the overtime rate of one and a half (1.5) times the hourly labor rate to Security Guards and Armed Security Guard Supervisor." Because the budget sheets must match Exhibit 10's totals, and Exhibit 10 does not include holiday hours or premium rates, we have excluded holiday premium cost from our budget breakdown at this time. Please note that Inter-Con intends to at 1.5x the regular bill rates listed in Exhibit 10 for all services worked on holidays.	
Sick Leave	All personnel will receive Sick Leave in accordance with local and state laws.	
Jury Duty	Employees will receive, on an annual basis, no less than five Days of regular pay for actual jury service.	
Other (list)		
Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc.)	Inter-Con has included the cost of all applicable federal, state, and local taxes in our fully loaded rates. These taxes include the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), and Fidelity Bond.	
Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	Inter-Con will provide insurance coverage in alignment with Paragraph 8.25 of the RFP at our cost.	
Other (please continue to list)		
INDIRECT COST		
General Accounting/Bookkeeping	In addition to the dedicated overhead team that will run the day-to-day operations of this contract, the County has the full support of our Billing, Contracting, Payroll, Legal, Logistics, Human Resources, and Operations teams.	
Management Overhead (Specify)	Inter-Con will provide the following dedicated overhead personnel: •Contract Manager •Project Manager •Lead Supervisors •Recruiter •Dispatcher In addition to the dedicated assets described above, the County will benefit from program-allocated resources related to our Security Operations Center located in Pasadena, CA, which provides 24/7 watch command & dispatch support as well as Virtual Post Inspection (VPI) of all personnel in the field. Additionally, this cost covers all of the allocated efforts of our recruiting, logistics, scheduling, administrative teams in support of the County's security program.	
Operating Costs	Operating costs includes Inter-Con's indirect support expenses that are required to operate the program and satisfy all of the requirements listed in the scope of work.	
Cost of Capital	Our cost of capital is priced at 1% of total cost as a result of interest expense required to float payroll and other costs between time of payment and receipt of invoiced funds.	
Other (Specify)		
Operating Costs	Operating costs includes Inter-Con's indirect support expenses that are required to operate the program and satisfy all of the requirements listed in the scope of work. These are costs that do not fit into any other category listed in the budget.	
Cost of Capital	Our cost of capital is priced at 1% of total cost as a result of interest expense required to float payroll and other costs between time of payment and receipt of invoiced funds.	
Other (Specify)		
Profit Percentage	When determining the appropriate margin, Inter-Con evaluates factors such as program scale, staffing complexity, geographic labor conditions, operational risk, contract duration, and the level of support infrastructure required to administer the security program. This approach ensures the proposed pricing supports both day-to-day operations and ongoing investments in training, compliance, technology, and program management, while remaining competitive and sustainable over the life of the contract.	

EXHIBIT 13
BUDGET SHEET FOR SECURITY GUARD SERVICES
 Period: July 1, 2031 through November 30, 2031

Proposer: Inter-Con Security Systems, Inc.SECTOR: NORTH**DIRECT COST** (List each staff classification)

Payroll Title	Full Time Equivalent (FTE)*	Hourly Rate	Monthly Hours	Monthly Salary
Armed Security Guard	66.24	\$29.85	11,482	\$342,740.77
Armed Security Guard Supervisor	6.72	\$31.88	1,165	\$37,133.87
Total Salaries and Wages				\$379,874.64
	FTE*	Hourly OT Rate	Monthly Hours	Monthly Salary
Armed Security Guard OT	1.68	\$44.78	291	\$13,039.05
Armed Security Guard Supervisor OT	0.00	\$47.82	0	\$0.00
OT Total Salaries and Wages				\$13,039.05
GRAND TOTAL				\$392,913.69

*FTE = Full Time Equivalent Positions

Employee Benefits	FTE	Monthly Cost per FTE	Total Monthly Cost
Medical Insurance	72.96	\$32.91	\$2,401.07
Dental Insurance			\$0.00
Life Insurance			\$0.00
Sick Leave	72.96	\$109.51	\$7,989.99
Jury Duty & Bereavement Leave	72.96	\$2.60	\$189.82
Other (list)			\$0.00
Total Benefits			\$10,580.88

Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc. List each item separately and add additional lines if necessary)	
FICA	\$31,537.74
FUTA	\$673.47
SUI	\$5,275.49
Total Payroll Taxes	\$37,486.70

Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	
Other (please continue to list)	\$0.00
Total Insurance/Misc. S & S	\$0.00

TOTAL DIRECT COSTS \$440,981.27

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$42,201.36
Management Overhead (Specify)	\$51,192.30
Operating Costs	\$66,027.04
Cost of Capital	\$6,610.36
Other (Specify)	\$0.00

TOTAL INDIRECT COSTS \$166,031.06

TOTAL DIRECT AND INDIRECT COST \$607,012.32

PROFIT (Please enter percentage) 7.34% \$44,580.54

TOTAL MONTHLY COSTS \$651,592.86

TOTAL PERIOD COST \$3,257,964.32

* FTE values represent the total work effort based on 2,080 hours per year and do not necessarily reflect the actual headcount of 70 individual guards assigned in SOW, Attachment 2, Minimum Staffing Plan by Zone.

BUDGET NARRATIVE FOR SECURITY GUARD SERVICES
Contract Period: July 1, 2031 through November 30, 2031

BUDGET NARRATIVE		EXHIBIT 13
Contractor Name: <u>Inter-Con Security Systems</u> Sector: <u>NORTH</u>		
DIRECT COST		
Armed Security Guard	Description: An Armed Security Guard will be responsible for providing visible, armed security presence at DPSS facilities. They are deployed at designated fixed posts or patrol assignments. Duties: Monitor facility entrances and exits to control access. Perform foot patrols of interior and exterior areas. Enforce facility security and safety rules. Respond to emergencies and security incidents. Provide escorts for staff and visitors when requested. Complete incident reports and daily logs. Operate security equipment including CCTV and electronic post confirmation systems.	
Armed Security Guard Supervisor	Description: This is a supervisory role assigned to oversee the performance and conduct of Armed Security Guards across multiple posts or zones. One supervisor is required for every 10 Armed Security Guards. Duties: Supervise Security Guards daily. Coordinate scheduling, breaks, and coverage. Monitor performance and enforce standards. Ensure post orders are followed correctly. Complete incident reviews and forward to contract managers. Act as point of contact with DPSS representatives.	
Armed Security Guard OT	Description: This classification refers to the same position and responsibilities as the Armed Security Guard, but when hours are worked beyond the normal shift or on holidays. Duties: All regular duties as listed above. Must be available to respond on short notice. Ensure seamless security during unplanned coverage gaps, emergencies, or staff absences.	
Armed Security Guard Supervisor OT	Description: This classification denotes supervisory coverage during overtime periods, including nights, weekends, or holidays. Duties: Oversee all Security Guard overtime activities. Ensure relief schedules are in place. Document incidents or staffing changes during the OT shift. Report anomalies and escalate critical issues to the Contract Manager or DPSS.	
Medical Insurance	Inter-Con has fully incorporated our estimated cost for medical insurance premiums into our bill rates. All non-management personnel will be offered an Affordable Care Act (ACA) compliant Bronze-style medical plan. Our salaried personnel will be eligible for Inter-Con's corporate insurance offering.	
Dental Insurance	Inter-Con offers this option to our personnel as a personal buy-up deduction. There is not cost to the County for this insurance.	
Life Insurance	Inter-Con offers this option to our personnel as a personal buy-up deduction. There is not cost to the County for this insurance.	
Holiday	Inter-Con understands Per RFP Section 4.5.3 that "Contractor will be paid by County at the overtime rate of one and a half (1.5) times the hourly labor rate for Security Guard and Armed Security Guard Supervisor hours required on dates that are recognized by both County and Contractor as holidays, provided the Contractor pays the overtime rate of one and a half (1.5) times the hourly labor rate to Security Guards and Armed Security Guard Supervisor." Because the budget sheets must match Exhibit 10's totals, and Exhibit 10 does not include holiday hours or premium rates, we have excluded holiday premium cost from our budget breakdown at this time. Please note that Inter-Con intends to at 1.5x the regular bill rates listed in Exhibit 10 for all services worked on holidays, per RFP Section 4.5.3.	
Sick Leave	All personnel will receive Sick Leave in accordance with local and state laws.	
Jury Duty	Employees will receive, on an annual basis, no less than five Days of regular pay for actual jury service.	
Other (list)		
Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc.)	Inter-Con has included the cost of all applicable federal, state, and local taxes in our fully loaded rates. These taxes include the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), and Fidelity Bond.	
Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	Inter-Con will provide insurance coverage in alignment with Paragraph 8.25 of the RFP at our cost.	
Other (please continue to list)		
INDIRECT COST		
General Accounting/Bookkeep	In addition to the dedicated overhead team that will run the day-to-day operations of this contract, the County has the full support of our Billing, Contracting, Payroll, Legal, Logistics, Human Resources, and Operations teams.	
Management Overhead (Speci	Inter-Con will provide the following dedicated overhead personnel: •Contract Manager •Project Manager •Lead Supervisors •Recruiter •Dispatcher In addition to the dedicated assets described above, the County will benefit from program-allocated resources related to our Security Operations Center located in Pasadena, CA, which provides 24/7 watch command & dispatch support as well as Virtual Post Inspection (VPI) of all personnel in the field. Additionally, this cost covers all of the allocated efforts of our recruiting, logistics, scheduling, administrative teams in support of the County's security program.	
Operating Costs	Operating costs includes Inter-Con's indirect support expenses that are required to operate the program and satisfy all of the requirements listed-in the scope of work.	
Cost of Capital	Our cost of capital is priced at 1% of total cost as a result of interest expense required to float payroll and other costs between time of payment and receipt of invoiced funds.	
Other (Specify)		
Operating Costs	Operating costs includes Inter-Con's indirect support expenses that are required to operate the program and satisfy all of the requirements listed in the scope of work. These are costs that do not fit into any other category listed in the budget.	
Cost of Capital	Our cost of capital is priced at 1% of total cost as a result of interest expense required to float payroll and other costs between time of payment and receipt of invoiced funds.	
Other (Specify)		
Profit Percentage	When determining the appropriate margin, Inter-Con evaluates factors such as program scale, staffing complexity, geographic labor conditions, operational risk, contract duration, and the level of support infrastructure required to administer the security program. This approach ensures the proposed pricing supports both day-to-day operations and ongoing investments in training, compliance, technology, and program management, while remaining competitive and sustainable over the life of the contract.	

COUNTY'S ADMINISTRATIONCONTRACT NO. Click or tap here to enter text.**COUNTY CONTRACT DIRECTOR:**

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

SUPERVISING COUNTY CONTRACT ADMINISTRATOR:

Name: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

COUNTY CONTRACT ADMINISTRATOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

DPSS SECURITY COORDINATOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

COUNTY CONTRACT PROGRAM MONITOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Inter-Con Security Systems, Inc
CONTRACT NO.

CONTRACTOR PROJECT MANAGER:

Name: Michael Bogosian
Title: VP Operations
Address: 210 S. De Lacey Ave Pasadena, CA 91105

Telephone: 626-535-2200
E-mail Address: mbogosian@icsecurity.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Kevin Hernandez
Title: Chief Strategy Officer
Address: 210 S. De Lacey Ave Pasadena, CA 91105

Telephone: 626-535-2200
E-mail Address: KHernandez@icsecurity.com

Name: Robert Ray
Title: General Counsel
Address: 210 S. De Lacey Ave Pasadena, CA 91105

Telephone: 626-535-2200
E-mail Address: RRay@icsecurity.com

NOTICES TO CONTRACTOR:

Name: Kevin Hernandez
Title: Chief Strategy Officer
Address: 210 S. De Lacey Ave Pasadena, CA 91105

Telephone: 626-535-2200
E-mail Address: KHernandez@icsecurity.com

Contractor Name: Inter-Con Security Systems, Inc Contract No

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: Kevin Hernandez DATE: 7/20/26

PRINTED NAME: Kevin Hernandez

POSITION: Chief Strategy Officer

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: Contractor shall ensure that this certification is executed and placed in Contractor's Employee's Personnel Profile prior to executing Contract. Document must be provided to the County upon request. Work by the employee cannot begin on the Contract until this document is executed.)

Contractor Name: _____ Contract No _____

Employee Name: _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: Contractor shall ensure that this certification is executed and placed in Contractor's Employee's Personnel Profile prior to executing Contract. Document must be provided to the County upon request. Work by the employee cannot begin on the Contract until this document is executed.)

Contractor Name: _____ Contract No _____

Non-Employee Name: _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

SAFELY SURRENDERED BABY LAW
(INTENTIONALLY OMITTED)

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

Kevin Hernandez Chief Strategy Officer
I, _____ (Name of Owner or Company Representative) _____ (Title)

Do hereby state:

That I pay or supervise the payment of the persons employed by Inter-Con Security Systems, Inc (Contractor/Subcontractor) on the _____ (contract) that during the payroll period commencing on the _____ (day) of _____ (Month and Year) and ending the _____ (day) of _____ (Month and Year), all persons employed on said work site have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of Inter-Con Security Systems, Inc (Contractor/Subcontractor) from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

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

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

Print Name and Title

Kevin Hernandez, Chief Strategy Officer

Owner or Company Representative Signature:



Date: 7/21/26

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

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" will mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" will mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate will make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate must not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate must not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate must not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate must implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate must comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

- 5.1.2 Business Associate must report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3 Business Associate must report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate must provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate must make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-

permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate must make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect themselves from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate must provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate must delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate must document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate must ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate must take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor must terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate must immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate must provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and must provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access will be provided or denied will be determined by Covered Entity.

- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate must provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment will be granted or denied will be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate must maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 must include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate must document the information specified in Section 9.1.1, and must maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate must provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the receipt of the request, and must provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting must be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate must comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate must make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate must immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate must mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate must, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate must notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate must be written in plain language, will be subject to review and approval by Covered Entity, and must include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect themselves from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, including a toll-free

telephone number, an e-mail address, Web site, or postal address.

- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate must reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity will not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate must indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity will notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate must thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity will not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by

Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement will be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 will survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which must be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate must return or, if agreed to by Covered entity, must destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by

Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate will retain no copies of the Protected Health Information.

- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 will mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and must return or destroy all other Protected Health Information.
 - 18.3.1 Business Associate must extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate must not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
 - 18.3.2 Business Associate must return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate must ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate will mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity will execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, will not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement will control. Otherwise, this Business Associate Agreement will be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

CHARITABLE CONTRIBUTIONS CERTIFICATION
(INTENTIONALLY OMITTED)

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor must exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
 - Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
 - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
 - Protect against accidental loss or destruction of, or damage to, County Information; and
 - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program must include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor must collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings,

schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.

- d. **Individual Requests.** The Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor must perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor must screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, must conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor must require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor must supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor must have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor must obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (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.

In addition, the Contractor must not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor must return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor must return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;

- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor must:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications must be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email
CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:
 James Thurmond
 Acting Chief Information Security Officer
 320 W Temple, 7th Floor
 Los Angeles, CA 90012
 (213) 253-5660
JThurmond@cio.lacounty.gov

Chief Privacy Officer:
 Lillian Russell
 Chief Privacy Officer
 320 W Temple, 7th Floor
 Los Angeles, CA 90012
 (213) 351-5363
LRussell@ceo.lacounty.gov

Departmental Information Security Officer:
 Robert Rodgers
 Department Information Security Officer II
 12851 Crossroads Parkway South
 City of Industry, CA 91746
 562-551-3487
RobertRodgers@dpss.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor will 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 the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will 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 are available within law or equity. Any breach of Section 6 CONFIDENTIALITY will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor must periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor must provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section must be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor must complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

The Contractor must secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor must secure and maintain cyber liability insurance coverage with limits of at least \$_____ per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, must not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will 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.

SAMPLE MONTHLY INVOICES
TO BE PROVIDED AFTER CONTRACT AWARD

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name: Inter-Con Security Systems, Inc		
Company Address: 210 S. De Lacey Ave Pasadena, CA 91105		
City: Pasadena	State: CA	Zip Code: 91105
Telephone Number: 626-535-2200	Email address: SecurityServices@icsecurity.com	
Solicitation/Contract for _____ Security _____ Services		

PROPOSER/CONTRACTOR CERTIFICATION

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

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

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

Print Name: Kevin Hernandez	Title: Chief Strategy Officer
Signature: 	Date: 7/20/26

CIVIL RIGHTS COMPLAINT – CONTRACTOR FORM AND FLOWCHART

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT FORM

This form is to be used to file a DPSS complaint of discriminatory treatment for violations against any of the protected classes covered under California Department of Social Services Division 21. According to the Los Angeles County DPSS Civil Rights Handbook, this form is not required to formally submit a discrimination complaint.

You may file a complaint if you feel that you have been discriminated against due to your:

- National Origin (Includes Language)
- Race
- Ethnic Group Identification
- Sex
- Gender Identity
- Marital Status
- Medical Condition
- Religion
- Disability (Physical or Mental)
- Immigration Status
- Color
- Ancestry
- Age
- Gender Expression
- Sexual Orientation
- Domestic Partnership
- Genetic Information
- Political Affiliation
- Citizenship
- Any other applicable basis

Instructions:

1. Complete the attached PA 607 form, Complaint of Discriminatory Treatment. Be sure to include your name, telephone number, mailing address, case number, and a description of the alleged discrimination (attach additional pages, if necessary). To submit your complaint anonymously, you may leave the name section blank and write "Anonymous" in the signature section.
2. Provide the corrective action being requested to resolve the alleged discrimination.
3. Sign the form.
4. Submit the complaint form in-person at any DPSS office, by phone, fax, email, or by U.S. mail to:

Department of Public Social Services
Civil Rights Section
12860 Crossroads Parkway South
City of Industry, CA 91746
Telephone: (562) 908-8501
Fax: (562) 692-2240
Email: DPSSCivilRights@dpss.lacounty.gov

Please Note:

- DPSS Civil Rights Section will assign an investigator who will acknowledge receipt of your complaint in writing.
- Submitting a PA 607 is not a requirement to submit a report of discrimination; you may file a written complaint by email, a verbal complaint by telephone, or by informing any DPSS employee to initiate a complaint of discrimination.
- Retaliation is included as a protected activity under CDSS Division 21 and is prohibited. A retaliation complaint is described as any form of intimidation, threatening, coercing, or discriminating against any individual engaging in a protected activity, such as filing a complaint, testifying, or participating in any manner in any investigation, proceeding, or hearing. This is not the same as a discrimination complaint, however, it is prohibited under CDSS Division 21.

COMPLAINT OF DISCRIMINATORY TREATMENT FORM – ENGLISH

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

Please return completed form to:
Department of Public Social Services Civil Rights Section
 12860 Crossroads Parkway South
 City of Industry, CA 91746
E-mail: DPSSCivilRights@dpss.lacounty.gov
Phone: (562) 908-8501
Fax: (562) 692-2240

CASE NAME:

CASE NUMBER:

I, _____, hereby file this complaint of discriminatory treatment
 (Please print your name) and request that an investigation be conducted.

I believe I was discriminated against because of my (check at least one box):

☐ NATIONAL ORIGIN (including language) ☐ COLOR ☐ RACE ☐ ANCESTRY ☐ ETHNIC GROUP IDENTIFICATION ☐ PHYSICAL OR MENTAL DISABILITY	☐ AGE ☐ SEX ☐ GENDER EXPRESSION ☐ GENDER IDENTITY ☐ SEXUAL ORIENTATION ☐ MARITAL STATUS ☐ DOMESTIC PARTNERSHIP ☐ MEDICAL CONDITION ☐ GENETIC INFORMATION	☐ RELIGION ☐ POLITICAL AFFILIATION ☐ CITIZENSHIP ☐ IMMIGRATION STATUS ☐ ANY OTHER APPLICABLE BASIS: _____

I BELIEVE I WAS RETALIATED AGAINST BECAUSE: _____

DATE OF OCCURRENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED/RETALIATED AGAINST ME: _____

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS: _____

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN: _____

CONSENT GRANTED – By initialing this option, I am authorizing the Department of Public Social Services, Civil Rights Section (CRS) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable Federal and State laws and regulations. I hereby authorize CRS to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

CONSENT DENIED – I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint **may not** be investigated as a result of my refusal to give my consent for the release of information.

 Initial on the line above if you give consent.

 Initial on the line above if you do not give consent.

(SIGNATURE) (DATE) ADDRESS: _____

TELEPHONE: _____

PA – 607 (REVISED 5/2023) ENGLISH

State of California – Health and Human Services Agency

California Department of Social Services

COMPLAINT OF DISCRIMINATION

Name	Program Type
Street Address	Case Number
City, State, Zip Code	Phone Number

I believe I have been discriminated against on the basis of:

☐ National Origin	☐ Sex	☐ Medical Condition
☐ Color	☐ Gender Identity	☐ Genetic Information
☐ Race	☐ Gender Expression	☐ Religion
☐ Ancestry	☐ Sexual Orientation	☐ Political Affiliation
☐ Ethnic Group	☐ Marital Status	☐ Disability
☐ Age	☐ Domestic Partnership	☐ Any Other Applicable Basis _____

Name Of Person Who Discriminated	Title	Date Of Occurrence	Place Of Occurrence Agency

Describe in your own words what action(s) have happened to lead you to believe you have been discriminated against.

Indicate what resolution you are seeking.

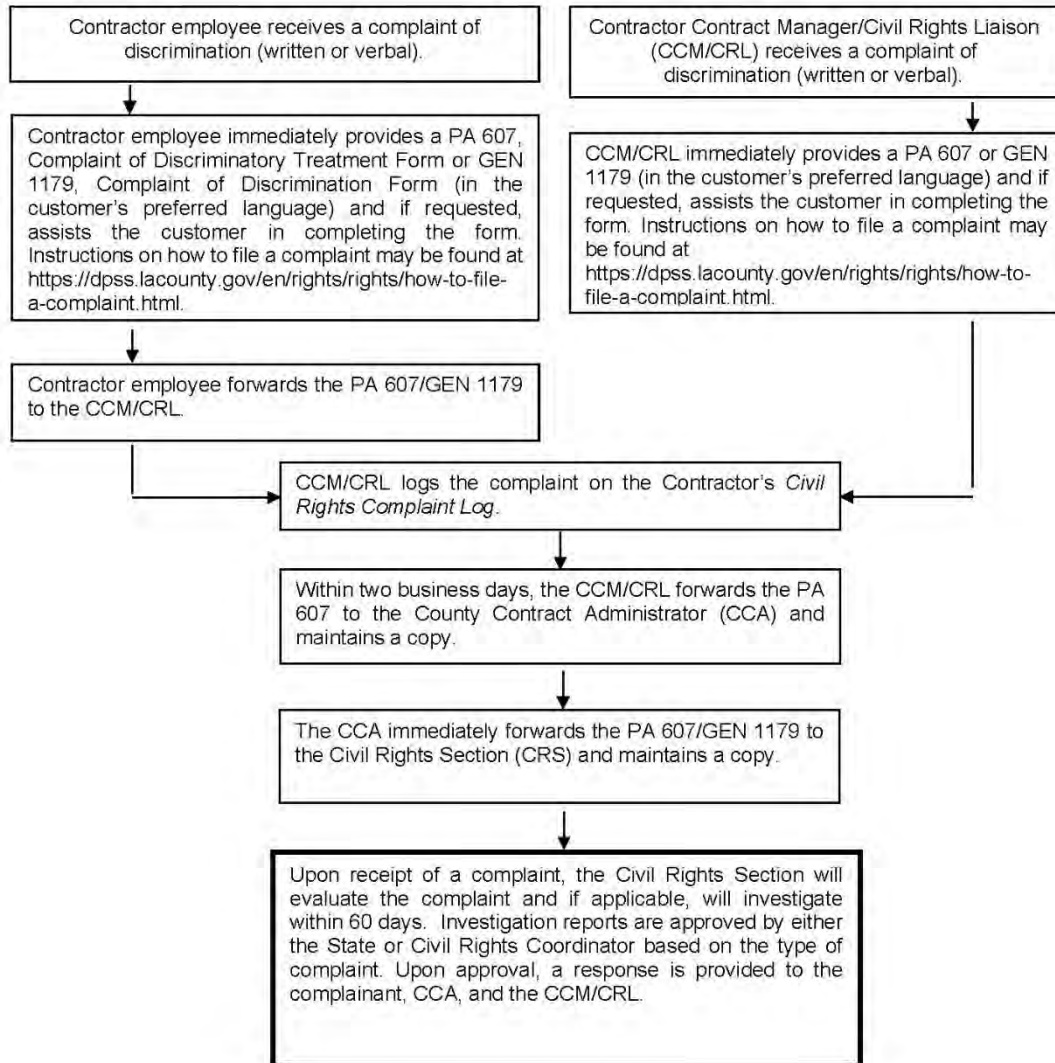
I understand the above information is true and complete to the best of my knowledge and belief.

- ☐ I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint may not be investigated as a result of my refusal to give my consent for the release of information.
- ☐ By signing this complaint, I am authorizing the CDSS Civil Rights Bureau (CRB) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable federal and state laws and regulations. I hereby authorize CRB to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

Complainant's Signature	Date

GEN 1179 (5/18)

CIVIL RIGHTS COMPLAINT FLOWCHART PROCESS FOR CONTRACTORS



Rev. 06/2024

CONTRACTOR'S CERTIFICATION OF OFFICE LOCATION**CONTRACTOR NAME:**

The service office(s) is/are located at:

Address 1: Pasadena - 210 S. De Lacey Ave., Pasadena, CA 91105

Address 2: Torrance - 21081 S Western Ave., Suite 190, Torrance, CA 90501

Address 3: Sylmar - 13120 Telfair Ave., Sylmar, CA 91342

Address 4: Commerce - 5100 S. Eastern Ave., Suite 105, Commerce, CA 90040

Address 5:

Address 6:

By signing this certification form, this Contractor certifies:

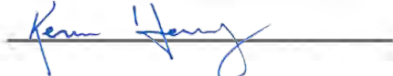
- ☒ At least one of the office(s) listed above will be located in Los Angeles County at the time of Contract award.

OR

- ☐ **(If no office(s) are identified above)** At least one office will be located in Los Angeles County at the time of Contract award.

Name of Firm: Inter-Con Security Systems, Inc

Name and Title of Signer: Kevin Hernandez, Chief Strategy Officer

Signature:  Date: 8/7/26

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I have read the Nepotism Policy as stated herein. I understand that it is my responsibility to be aware of possible conflicts of interest, and to immediately notify my supervisor (Manager/Director) of the facts in writing so that a determination can be made as to whether or not nepotism or the appearance of nepotism exists.

I understand that failure to comply with this Nepotism Policy may result in discharge.

Employee Name: Kevin Hernandez Witness Signature:  7/21/26
(Immediate Supervisor) Date

Employee Signature: Kenn Henry Witness Job Title: Chief Executive Officer 7/21/26
Date

- Original to employee's Office Personnel Folder ()
- Copy to employee ()

DIGITAL ACCESSIBILITY REQUIREMENTS

These requirements are compliance standards for all websites, applications, documents, and video content published by or on behalf of the County of Los Angeles (“County”) to ensure meeting accessibility requirements for individuals with disabilities, including those who rely on assistive technologies. These requirements are based on Title II of the Americans with Disabilities Act (ADA), which requires state and local governments to provide equal access to programs, services, and activities; and the [Web Content Accessibility Guidelines](#) (WCAG) 2.1 Levels A and AA, which define international requirements for accessible web content.

These requirements apply to County contractors responsible for developing, maintaining, or publishing digital content. This includes digital content included on external and internal websites, web applications, mobile applications, documents, multimedia, social media, maps and dashboards, and third-party applications.

Definitions

- **Web Content Accessibility Guidelines [WCAG](#) 2.1:** Version 2.1, developed by the W3C. eb Content Accessibility Guidelines (WCAG) 2.1 covers a wide range of recommendations for making web content more accessible. Following these guidelines will make content more accessible to a wider range of people with disabilities, including accommodations for blindness and low vision, deafness and hearing loss, limited movement, speech disabilities, photosensitivity, and combinations of these, and some accommodation for learning disabilities and cognitive limitations; but will not address every user need for people with these disabilities. These guidelines address accessibility of web content on any kind of device (including desktops, laptops, kiosks, and mobile devices). The guidelines are intended to make web content more usable to users in general.
- **Level A/AA:** Conformance levels representing basic and intermediate accessibility requirements.
- **Assistive Technology:** Devices or software (e.g., screen readers, magnifiers) that help individuals with disabilities interact with digital content.
- **Automated Testing:** The use of software tools to scan digital content for accessibility issues that can be detected programmatically. Automated testing identifies issues such as missing alt text, low color contrast, improper heading structures, and keyboard traps.
- **Manual Testing:** The process of using human testers to evaluate accessibility success criteria that automated tools cannot reliably detect. This includes testing keyboard navigation, focus order, screen reader behavior, error messaging, and content structure.
- **Success Criteria:** Written as testable statements that are not technology-specific. Guidance about satisfying the success criteria in specific technologies, as well as general information about interpreting the success criteria, is provided in separate documents. Reference the Web Content Accessibility Guidelines ([WCAG](#)) Overview for an introduction and links to WCAG technical and educational material.

Digital Accessibility Requirements

A. Websites and Web Applications

Websites and web applications must comply with the following requirements.

Refer to the success criteria reference for further guidance.

- **Automated Testing:** Websites and web applications must meet at least 90% of the 24 [WCAG](#) 2.1 Level A and AA success criteria designated for automated testing. See the Success Criteria Reference for the full list.
- **Manual Testing:** Websites and web applications must meet the 10 [WCAG](#) 2.1 Level A and AA success criteria designated for manual testing. See the Success Criteria Reference for details.
- **Accessibility Statement:** Pages must include a link to the County's accessibility statement and a contact form allowing users to submit accessibility requests.

B. Mobile Applications

Mobile apps must meet the following requirements. Refer to the success criteria reference for further guidance.

- **1.1.1 Non-text Content:** Provide text alternatives for non-text content that serves the same purpose.
- **1.3.1 Info and Relationships:** Content, structure and relationships can be programmatically determined.
- **1.4.3 Contrast (Minimum):** Text and images of text must have a contrast ratio of at least 4.5:1 against their background.
- **1.4.4 Resize Text** - Text can be resized to 200% without loss of content or function.
- **1.4.5 Images of Text** - Don't use images of text.
- **1.4.11 - No text Contrast** - The contrast between user interface components, graphics and adjacent colors is at least 3:1
- **2.1.1 Keyboard:** Functionality must be operable through a keyboard interface without requiring specific timings.
- **2.4.3 Focus Order:** Navigation must follow a meaningful and logical order when moving focus through interactive elements.
- **2.4.4 Link Purpose (In Context):** The purpose of each link must be clear from the link text alone or its context.
- **3.3.1 Error Identification:** If an input error is detected, it must be identified and described to the user in text.
- **4.1.2 Name, Role, Value:** UI components must expose their name, role, and value to assistive technologies.

C. Documents

Accessibility issues identified by the built-in accessibility checker in PDF, Word, Excel, and PowerPoint must be remediated.

D. Multimedia

Video content must comply with criteria 1.2.1, 1.2.2, and 1.2.4. Refer to the success criteria reference for further guidance.

- **1.2.1 Audio-only and Video-only (Prerecorded):** Provide alternatives for audio-only content (such as transcripts) and for video-only content (such as descriptive text or audio tracks that describe visual information).
- **1.2.2 Captions (Prerecorded):** Add synchronized captions to prerecorded videos with audio. Captions must include spoken dialogue and important non-speech information like sound effects or music.
- **1.2.4 Captions (Live):** Add captions to live videos.

Social Media

Social media content must comply with the following requirements. Refer to the success criteria reference for further guidance.

- **1.1.1 Non-text Content:** Non-text content must have a text alternative that serves the same purpose. Posts with flyers, advertisements, etc. must be accompanied by a text equivalent.
- **1.2.1 Audio-only and Video-only (Prerecorded):** Provide alternatives for audio-only content (such as transcripts) and for video-only content (such as descriptive text or audio tracks that describe visual information).
- **1.2.2 Captions (Prerecorded):** Add synchronized captions to prerecorded videos with audio.
- **1.3.2 - Meaningful Sequence:** Present content in a meaningful order. The reading order of post content (text, hashtags, mentions) must make sense when read chronologically.
- **1.4.3 Contrast (Minimum):** Text must have enough contrast against backgrounds.

Maps and Dashboards

Maps and dashboards must comply with the following requirements. Refer to the success criteria reference for further guidance.

The text alternative must convey the same information presented on the map. A skip button must be provided to allow users to bypass the map and access the text alternative directly.

- **1.1.1 Non-text Content:** Non-text content must have a text alternative that serves the same purpose.
- **1.3.3 Sensory Characteristics** Don't rely on shape, color, size, sound, or visual position alone to convey meaning or instructions.
- **1.4.1 Use of Color:** Color must not be the sole means of conveying information.
- **1.4.3 Contrast (Minimum):** Text and images of text must have a contrast ratio of at least 4.5:1.
- **2.1.1 Keyboard:** Functionality must be operable through a keyboard interface.
- **2.5.1 Pointer Gestures** Multi-point and path-based gestures can be operated with a single pointer

E. Third-Party Applications

Contractors providing third-party applications are required to meet all applicable County accessibility requirements set forth in this document.

Contractors must complete a self-assessment of their product, similar to a Voluntary Product Accessibility Template (VPAT), to document and demonstrate their compliance.

F. Exceptions

In accordance with ADA guidance, the following types of content are exempt from full compliance under specific conditions:

- **Archived Web Content:** Content created before the compliance date, retained for reference or recordkeeping, in a dedicated archive, and not updated.
Example: Historical city council meeting minutes stored in an archive section without modifications.
- **Preexisting Conventional Electronic Documents:** Documents (e.g., PDFs, Word, Excel) created before the compliance date, not intended for active use.
Example: An old PDF report from 2015 available on the website for historical reference.
- **Third-Party Content:** Content posted by external parties not under County contract (e.g., public comments on forums).
Example: Comments or posts made by the public on a County-managed forum.
- **Individualized, Password-Protected Documents:** Personalized, secure documents (e.g., employee-specific benefits statements).
Example: A personalized benefits statement accessible only to a particular employee.
- **Preexisting Social Media Posts:** Content posted before the compliance date on official social media accounts.
Example: A Facebook post from 2020 on the County's official page.

Even if content qualifies as an exception, Contractors must provide alternative formats upon request.

G. Monitoring and Enforcement

- Departments are required to provide status of remediation progress every two weeks using the accessibility compliance tracker.
- The accessibility dashboard will be used to monitor compliance benchmarks.
- Training and resources will be provided to ensure compliance across teams.



**CONTRACT
BY AND BETWEEN**

**THE COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
AND**

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

FOR

**SECURITY GUARD SERVICES
SOUTH SECTOR**

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS)
AND
UNIVERSAL PROTECTION SERVICE, LP dba
ALLIED UNIVERSAL SECURITY SERVICES
FOR
SECURITY GUARD SERVICES**

This Contract ("Contract") is made and entered into on 1st day of December, 2026 or on the first of the month following a 60-day period after Board approval, whichever is later by and between the County of Los Angeles, hereinafter referred to as "County" and Universal Protection Service, LP dba Allied Universal Security Services, hereinafter referred to as "Contractor." Contractor is located at 450 Exchange, Irvine, CA 92602.

RECITALS

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

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

WHEREAS, the Contractor represents that it possesses the necessary special skills, knowledge, and technical competence and sufficient staffing to provide the Security Guard services required herein; and

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

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

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

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1.0 APPLICABLE DOCUMENTS

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

STANDARD EXHIBITS:

- 1.1** Exhibit A Statement of Work (SOW)
- 1.2** Exhibit A-1 SOW Attachments
- 1.3** Exhibit B Pricing Schedule
- 1.4** Exhibit C Contractor's Budget
- 1.5** Exhibit D County's Administration
- 1.6** Exhibit E Contractor's Administration
- 1.7** Exhibit F Forms Required at the Time of Contract Execution
 - F-1 Contractor Acknowledgement and Confidentiality Agreement
 - F-2 Contractor Employee Acknowledgement and Confidentiality
 - F-3 Contractor Non-Employee Acknowledgement and Confidentiality
- 1.8** Exhibit G (Intentionally Omitted)
- 1.9** Exhibit H Payroll Statement of Compliance

UNIQUE EXHIBITS:

- 1.10** Exhibit I Business Associate Agreement Under The Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.11** Exhibit J (Intentionally Omitted)
- 1.12** Exhibit K Information Security and Privacy Requirements

- 1.13 Exhibit L Sample Monthly Invoices
- 1.14 Exhibit M Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. PART 76)
- 1.15 Exhibit N Civil Rights Complaint – Contractor Form and Flowchart
- 1.16 Exhibit O Contractor's Certification of Office Location
- 1.17 Exhibit P Nepotism Policy Statement of Understanding
- 1.18 Exhibit Q Digital Accessibility Requirements

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Subsection 8.1, Amendments and Change Notices and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 **Acceptable Quality Level (AQL):** The minimum performance percent that can be accepted and still meets the Contract standard for satisfactory performance. The AQL does not imply that it is acceptable to vary from the standard, or that the Contractor may knowingly perform in a defective way. The AQL recognizes the fact that less than standard performance may sometimes be unintentional. However, County expects professional service delivery to be provided at all times.
- 2.2 **Administrative File:** An administrative file as described in Exhibit A, SOW, paragraph 6.3.3.
- 2.3 **Advancing High Road Jobs Initiative:** The County initiative aims to address workforce development and economic equity in Los Angeles County by directly contributing to the growth of local employment opportunities in the private and public sector, including County government contracts
- 2.4 **Anti-Racism, Diversity, and Inclusion (ARDI):** Anti-Racism is the work of actively identifying and eliminating racism by changing systems, organizational structures, policies, and practices so that power is redistributed and shared equitably, thereby improving access to resources

and information. Diversity is the inclusion of different types and or groups of people (such as people of varying sex, race, or culture) in a group or organization. Inclusion is the act of creating environments, in which any individual or group can feel and be welcomed, respected, valued, and supported to fully participate.

- 2.5 Armed Security Guard Supervisor Daily Activity Report:** A Contractor form used by the Armed Security Guard Supervisor to log events throughout the day at their assigned Location(s).
- 2.6 Armed Security Guard Supervisor Sign In/Out Sheet:** A Contractor form used by the Armed Security Guard Supervisors to sign in and out of their County assignment on a daily basis.
- 2.7 Auditor-Controller (A-C):** The County of Los Angeles Department designated to receive payment authorization(s) and issue checks. The A-C also performs County audit functions.
- 2.8 Bilingual:** The ability to speak and understand English and another language.
- 2.9 Board of Supervisors (Board):** The Board of Supervisors is the governing body of the County of Los Angeles.
- 2.10 Budget:** The document that details the Contractor's costs for providing services and is included in the Contract. Included in the Budget are the following:
 - 2.10.1 Direct Costs:** Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).
 - 2.10.2 Indirect Costs:** General Accounting/Bookkeeping, Management Overhead and other (specified).
 - 2.10.3 Total Cost to Contract Services:** The total cost to Direct and Indirect Costs.
- 2.11 Business Day:** Monday through Friday, excluding County observed holidays.
- 2.12 Calendar Days:** All days of the week including Saturdays, Sundays and holidays.
- 2.13 Competitive Wage:** A salary or hourly rate that is comparable to or higher than the average compensation offered in the industry for similar positions and in the same geographic area that allows employees to cover basic

expenses, such as food, housing, and healthcare.

- 2.14 Contract:** This agreement, executed between the County and the Contractor, which includes all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the SOW, Exhibit A.
- 2.15 Contract Administration and Monitoring (CAM):** The contracting division responsible for the monitoring and maintenance of contracts after they have been executed by the Director of DPSS or designee.
- 2.16 Contract Close-out Report:** The last income statement report (final fiscal close-out report), to be submitted in the form and manner designated by the County Contract Administrator, with a deadline to be announced for the Security Guard Services contract, including the reporting of expenses and accruals through the end of the contract term.
- 2.17 Contract Development Division (CDD):** The contracting division responsible for the development of solicitations, procurement by negotiations, Amendments.
- 2.18 Contract Discrepancy Report (CDR):** The report that is issued when the performance of the Contractor is unacceptable, Contractor failed to adhere to the Contract Terms and Conditions, and/or when the number of discrepancies found during contract monitoring exceeds the number of discrepancies allowed by the Acceptable Quality Level.
- 2.19 Contract Year:** The consecutive twelve (12) month period that begins on the effective date of the contract.
- 2.20 Contractor:** The person or persons, sole proprietor, partnership, corporation, or other legal entity who has entered into a contract with the County to perform or execute the work covered by this Contract.
- 2.21 Contractor Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
 - 2.21.1 Contractor Contract Manager Back-up:** The individual designated by the Contractor to fill in for the designated Contractor Contract Manager in the event of his/her absence.
- 2.22 Contractor Project Manager:** The person designated by Contractor who is an employee of the Contractor, assigned to act as a liaison with DPSS, and is responsible for the overall management and coordination of security services for this Contract. The Contractor Project Manager will also perform administrative duties for Contractor, such as time-keeping, payroll support, and Department and County Facility Proprietor interface, at a dedicated Location, as set forth in Exhibit A-1, SOW Attachment,

Attachment 2, Minimum Staffing Plan by Zone.

- 2.23 County:** The County of Los Angeles, a body corporate and politic, and political subdivision of the State of California, and where appropriate herein, "County" refer to Board of Supervisors, the governing body of the County, or any duly authorized management representative as herein defined.
- 2.24 County Contract Administrator (CCA):** Persons with responsibility to oversee the day-to-day administration and activities of this Contract, including, but not limited to, responsibility for inspections of any and all tasks, deliverables, goods, services, invoices, and other work provided by the Contractor.
- 2.24.1 County Contract Administrator Back-up:** The individual designated by the County to fill in for the designated County Contract Administrator in the event of his/her absence.
- 2.25 County Contract Director (CCD):** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the Supervising County Contract Administrator (SCCA).
- 2.26 County Contract Program Monitor (CCPM):** Person with the responsibility of providing direction to the Contractor in the areas of County policy, provide assistance to the County Contract Administrator in overseeing the day-to-day administration of this Contract, monitor and evaluate all tasks, deliverables, goods, and services, and ensure all outcomes are met.
- 2.27 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.28 Day(s):** Calendar day(s) unless otherwise specified.
- 2.29 Department of Public Social Services (DPSS):** The County of Los Angeles department responsible for providing social and financial services to eligible persons in the County of Los Angeles.
- 2.30 Director:** The Director of DPSS, County of Los Angeles, or designee.
- 2.31 District Director:** Head administrator over DPSS District Office location.
- 2.32 DPSS Security Analyst:** The person who is the main point of contact for the Facility Proprietors for all security related matters and/or requests. Coordinates modification of Security Guard duties with Security

partners and in coordination with the Facility Proprietor.

- 2.33 DPSS Security Coordinator:** The Subject Matter Expert responsible for the coordination of security services for DPSS by collaborating with Facility Proprietors, local law enforcement agencies, and private security guard vendors.
- 2.34 Electronic Post Confirmation System:** The automated check-in system which verifies posts are staffed and alerts a dispatcher when a Security Guard Security Guard Supervisor has not reported for duty. Data from the system is then used to create a Contractor invoice for services.
- 2.35 Facility Discrepancy Report:** Report used as part of the daily security operational requirements by the DPSS Facility Proprietor (FP) to report security related issues which include, but is not limited to, open posts, Security Guard underperformance or unprofessional appearance.
- 2.36 Facility Proprietor:** The County employee or lead administrator responsible for overseeing the daily operations of a facility to ensure a safe, clean, and efficient environment for employees and visitors. Facility Proprietor will be responsible for all decisions concerning security in the facility.
- 2.37 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.38 General Post Order:** Proprietary documents written by the County that clearly outline duties, responsibilities, and expectations of all classifications of all Security personnel in each respective DPSS office, as set forth in Exhibit A, SOW, subparagraph 5.2.5.1, Post Orders: County form.
- 2.39 High Road Jobs:** Employment opportunities that are part of a strategy to ensure equitable accessibility to quality jobs that provide family-sustaining wages, benefits, and long-term career growth, often the direct result from efforts such as High Road Training Partnerships developed under workforce development systems.
- 2.40 High Road Training Partnership:** Create strong, collaborative frameworks that bring together industries, education, training providers, labor groups, and communities to ensure that training models are both responsive to market demands and supportive of job quality, equity, and sustainability.
- 2.41 Living Wage Compliance Forms:** The County forms that are submitted by the Contractor on a monthly basis to comply with Living Wage Ordinance reporting requirements.
- 2.42 Location/Facility:** A County work site or service location such as district

offices, facilities, or parking lots where security personnel perform Security Guard related duties at Post.

- 2.43 Maximum Annual Contract Sum:** The total monetary amount that would be payable by the County to the Contractor in any Contract year for providing the required services under this Contract, as specifically set forth on Exhibit C, Contractor's Budget.
- 2.44 Maximum Contract Sum:** The total monetary amount that would be payable by the County to the Contractor for providing the required services under this Contract for the entire term of this Contract, including all extension options, as specifically set forth on Exhibit C, Contractor's Budget.
- 2.45 Monthly Inspection Report (MIR):** The report that the Contractor will provide to the County on a monthly basis to apprise the County of implementation progress, program accomplishments, and statistical data, consistent with Monthly Inspection Report detailed in the Statement of Work, Subsection 8.3.
- 2.46 Nepotism:** Favoritism shown to close relatives and closely related employees, which include father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, husband, wife, child, stepchild, grandfather, grandmother, grandchild, uncle, aunt, cousin, niece, nephew, half-brother, half-sister, stepbrother, stepsister, adoptive child, adoptive parents, foster parents, foster child(ren), registered domestic partners, unregistered domestic partner (e.g., boyfriend/girlfriend, boyfriend/boyfriend, girlfriend/girlfriend living together but not registered), guardianship (e.g., preserver, custodian, ward and/or trustee of any Contractor employee).
- 2.47 Office of Emergency Management (OEM):** DPSS' Emergency Management Section is responsible for coordinating emergency Mitigation, Response and Recovery activities during disasters affecting Los Angeles County. OEM is also the section responsible for developing and maintaining internal emergency plans.
- 2.48 Office of Employee Safety, Security, and Emergency Management (OESSEM):** Section responsible for employee safety, security and emergency services for DPSS. OESSEM serves as the department liaison/coordinator of Security services.
- 2.49 Open Post:** Any Post left unmanned for any period of time, including breaks and meal periods.
- 2.50 Performance Outcome Measure:** The outcomes that are used to measure Contract performance. Performance Outcome Measures are the intended result that will occur from carrying out the service that is being contracted.

- 2.51 Performance Requirements Summary (PRS):** A document furnished by the County that identifies and summarizes elements of this Contract that the County will be evaluating to ensure that Contractor performance standards are met by the Contractor.
- 2.52 Post:** A Security Guard assignment within a Location/Facility.
- 2.53 Quality Assurance Plan:** All necessary measures taken by County to assure that the quality of services will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.
- 2.54 Quality Control:** All necessary measures taken by Contractor to assure that the quality of services will meet Contract requirements.
- 2.55 Sample Size:** The number of units or services to be checked in a given time period.
- 2.56 Sector:** The geographical area that encompasses specific Zones where Security Guard Services will be provided.
- 2.57 Security Guard Daily Activity Report:** A Contractor form used by Security Guards to log events throughout the day at their assigned Location.
- 2.58 Security Guard Sign In/Out Sheet:** A Contractor form used by Security Guards to sign in and out of their County assignment on a daily basis.
- 2.59 Security Incident Report (SIR):** A form used to report security incidents as set forth in Exhibit A, SOW, subparagraph 5.2.5.2.
- 2.60 Security Services:** Security services are provided in the specific Locations identified in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, by the following Security classifications that may include, but not limited to the following:
- 2.60.1 Armed Protection Security Officer (PSO):** A security professional who has experience beyond the standard security guard duties, often with specialized training, experience, and a focus on high-risk or critical environments, and who is dedicated to providing top-tier security.
- 2.60.2 Armed Protection Security Officer (PSO) Supervisor:** A person designated by the Contractor that is an employee of the Contractor and that is assigned to perform supervisory duties to Security Guards and Armed PSOs.
- 2.60.3 Armed Security Guard (Security Guard):** A security

professional designated by the Contractor that is an employee of the Contractor and that is assigned to perform the Security Guard duties as set forth in Exhibit A, SOW, Subsection 7.3, Security Guard Duties, Restrictions, and Obligations.

2.60.4 Armed Security Guard Supervisor (Security Guard Supervisor): A person designated by the Contractor that is an employee of the Contractor and that is assigned to perform supervisory duties as set forth in Exhibit A, SOW, Subsection 7.4, Armed Security Guard Supervisor Duties, and elsewhere.

2.60.5 Lead Supervisor: Oversees, instructs, and coordinates the activities of Armed PSO Supervisors and Security Guards at multiple sites. Monitors and coordinates shift activities according to schedule requirements and staff availability. Establishes and coordinates work schedules and post coverage. Makes necessary changes to schedules in the event of unexpected absences.

2.60.6 Rover Guard: A security patrol officer who monitors various areas of the building and provides relief to stationed security guards.

2.60.7 Unarmed Security Guard: A security professional that provides security services without carrying a firearm, but is equipped with other non-lethal weapons, such as a baton or pepper spray. Examples of the duties may include, but are not limited to, observing security cameras and alarms to detect potential threats or incidents, verifying and controlling access to restricted areas, providing assistance and information to customers or visitors, managing crowds in busy areas, and documenting incidents and other relevant information.

2.61 Standard: A minimum requirement set by the County for the Contractor to perform a service or activity.

2.62 Statement of Work: A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.63 Subcontract: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

2.64 Subcontractor: Any individual, person or persons, sole proprietor, firm, partnership, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

- 2.65 Supervising County Contract Administrator (SCCA):** Person designated by the County to supervise the contract-related work of the CCA, briefly defined in subsection 2.23.
- 2.66 Training Compliance Report:** A Contractor form developed as specified in Exhibit A, SOW, paragraph 8.8.1, Training Tracker, Training Compliance Report, and Notification of Required County Training, to document all required training requirements and status.
- 2.67 Transition Period:** The period before the expiration of the current Contract and the beginning of any future contract. The transition period will be used to provide training to contracted staff.
- 2.68 Zone:** DPSS' six (6) operational areas of service for this Contract.

3.0 WORK

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

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will be three (3) years, commencing December 1, 2026, or on the first of the month following a 60-day period after Board approval, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods for a maximum total contract term not to exceed five (5) years. Each such extension option may be exercised at the sole discretion of the Director of DPSS or designee as authorized by the Board.
- 4.3** The County maintains databases that tracks/monitors Contractor performance history. Information entered into the databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4** The Contractor must notify DPSS when this Contract is within six (6)

months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to DPSS at the address herein provided in Exhibit D, County's Administration.

4.5 Completion of Contract

Thirty (30) calendar days prior to expiration of this Contract (or shorter time period as determined by County), the Contractor must allow the County or newly selected Contractor a transition period for orientation purposes and the orderly transition of the Contractor's current operation without additional costs to the County. The Contractor will continue to process work timely/accurately so that the operation is current at expiration of the Contract. If the Contractor fails to adhere to the above work and standards, the County will have the right to withhold 50 percent to 100 percent of the last two (2) months' payments as liquidated damages.

5.0 CONTRACT SUM

5.1 The Contract sum under this contract will be the total maximum monetary amount payable by the County to the Contractor for performing all tasks, deliverables, goods, services, and any other work required under this Contract. The Contractor will provide services at the rates set forth on Exhibit B, Pricing Schedule. Such rates will be firm and fixed for the term of the Contract and the option years. Contract amounts are contingent upon the availability of funding.

5.1.1 Each Contract Year of the three-year contract term is subject to the following maximum amounts:

12/1/2026 – 11/30/2027 \$ 13,165,928.20

12/1/2027 – 11/30/2028 \$ 13,548,687.25

12/1/2028 – 11/30/2029 \$ 13,940,010.20

5.1.2 Should the contract be extended, the maximum annual Contract sum for each of the option years will be:

Option Year 1:

12/1/2029 – 11/20/2030 \$ 14,344,311.65

Option Year 2:

12/1/2030 – 11/30/2031 \$ 14,767,322.35

5.1.3 DPSS may increase the total contract amount by up to 20%, as approved by the Board. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be

authorized, allocated, or expended by the County; nor does the County warrant or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to DPSS at the address herein provided in Exhibit D, County's Administration.

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

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

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County electronically, using the County's Billing Processing System and providing all required supporting documentation, only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, SOW, and elsewhere hereunder. The Contractor must prepare invoices which will include the charges owed to the Contractor by the County under the terms of this Contract. Contractor must provide hard copies of Invoice and supporting documentation upon request by County.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B, Pricing Schedule. Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.3 The Contractor's invoices must contain the information set forth in Exhibit A, SOW, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. Contractor invoices and supporting documentation should list the information listed below:

- a. Contractor name and address;
- b. Contract number;
- c. Invoice number and date;
- d. Start and end date of billing cycle;
- e. Location/Facility name and address;
- f. Payment terms;
- g. Unit price extended and totaled;
- h. Quantity/hours delivered by location and date;
- i. Employee hours, beginning and end; and
- j. Employee name and identification.

5.5.4 The Contractor must submit their monthly invoices to the County through the County's Billing Processing System by the 15th calendar day of the month following the month of service. If the 15th falls on a weekend or holiday, the invoice will be due the next business day. No invoice will be approved for payment unless required supporting documentation and the following exhibits to this contract are completed and included with the monthly invoice:

- Exhibit H (Payroll Statement of Compliance)
- Exhibit A-1, SOW Attachment 7 (Living Wage Staffing Plan)

The invoices must be sent to the County Contract Administrator listed in Exhibit D, County's Administration.

5.5.5 The County may delay the last payment due hereunder until six months after the termination of the Contract. The Contractor will be

liable for payment within thirty (30) days of written notice of any offset authorized by the Contract not deducted from any payment made by the County to the Contractor.

- 5.5.6** Prior to receiving final payment hereunder, the Contractor will submit a signed, written release discharging the County, its officers and employees, from all liabilities, obligations, and claims arising out of or under the Contract, except for any claims specifically described in detail in such release.
- 5.5.7** The County will not be liable for billings submitted one year or more after any services rendered under this Contract.

5.5.8 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County Contract Administrator prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld. The County will make reasonable efforts to process invoices within 30 calendar days. The 30-day invoice processing period will commence upon the County's receipt of a complete and properly documented invoice to the satisfaction of the County. Notwithstanding, Contractor acknowledges and agrees that the initial invoice processing may include disallowances if the submission lacks appropriate supporting documentation or is otherwise unsupported.

- 5.5.9** The Contractor will be required to complete an electronic signature validation process in order to submit all invoices and back-up information electronically in the Contract Billing Processing System. Prior to invoice submission, the Contract Billing Processing System user must comply with the electronic signature procedure. The Contractor will also be required to submit a hard copy, original signature page of the monthly invoice as requested by the County.

5.5.10 Payment for Court Appearances and/or County Investigations

- 5.5.10.1** Security Guards and Security Guard Supervisors may be required to appear in court or make statements to investigators regarding job-related incidents. In the event that the Security Guard or Security Guard Supervisor is called upon as a witness for a job-related incident, the County will reimburse the Contractor (as set forth in this paragraph 5.5.10 and Subsection 5.4, Court Appearances and/or County Investigations of

Exhibit A, Statement of Work), for court appearances or investigation interviews, based on review and approval by County Contract Administrator.

5.5.10.2 The County will pay up to eight (8) hours per day of straight time for each summoned Security Guard or Security Guard Supervisor when a court appearance or investigation interview is required. If the court appearance or investigation interview occurs during Security Guard or Security Guard Supervisor's normal work shift, the Contractor must provide back-up coverage which will be reimbursed at straight time.

5.5.10.3 The Contractor will list court appearances and/or investigation interviews as a separate line item on Contractor's invoice, and must attach supporting documentation, such as copy of the police report, Security Incident Report (as specified in Subsection 5.4, Court Appearances and/or County Investigation and Section 8.0, Reporting Requirements of Exhibit A, Statement of Work), subpoena, and/or written request for appearance. County Contract Administrator will have the discretion to approve or deny invoice payment request based upon the documentation presented.

5.5.11 The Contractor may request a copy of the County's monthly invoice reconciliation report. The County's monthly invoice reconciliation report outlines changes and deductions to the Contractor's invoice. The Contractor's negotiation of a County-issued check for payment evidences the Contractor's Agreement with the County's changes and deductions to the Contractor's invoice.

5.5.12 No Out-of-Pocket Expenses

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

5.5.13 Contractor Responsibility: The Contractor is responsible for the accuracy of the invoices submitted to the County. Further, it is the responsibility of the Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoice submitted by Contractor.

5.5.14 County's Right to Withhold: In addition to any rights of the County provided in this Contract, or at law or in equity, County may, upon notice to the Contractor, withhold payment for any work while Contractor is in default hereunder, or at any time that Contractor has provided County approved work.

5.5.15 Preference Program Enterprises – Prompt Payment Program

Certified Preference Program Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

5.6 Unresolved Disallowed Costs

Contractor must not invoice the County for disallowed costs under the Contract. Correspondingly, the Contractor must not have unresolved disallowed costs in excess of One Hundred Thousand Dollars (\$100,000) that have been confirmed as disallowed costs by the contracting County department and remain unpaid for a period of six (6) months or more from the date of an Auditor-Controller (A-C) Report. Unless such disallowed costs are the subject of current good faith negotiations, as determined in the sole discretion of the County, non-compliance by Contractor regarding this provision will constitute a material breach of Contract and may result in termination for default, in addition to any other remedies available to the County. Further, if Contractor has been determined to have unresolved disallowed costs in excess of \$100,000 for longer than six months since the date of the A-C Report, they will be disqualified from future County solicitations unless such disallowed costs are the subject of good faith negotiations to resolve the disallowed costs, in the sole opinion of the County, or have been resolved.

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

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

5.7.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and

vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

5.7.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

A listing of all County Administration referenced in the following subsections are designated in Exhibit D, County's Administration. The County will notify the Contractor in writing of any changes in the names or addresses shown.

6.2 County Contract Director (CCD)

The County will designate one person who will have the authority to act as the CCD on all matters pertaining to this Contract. Responsibilities of the CCD or alternate include:

6.2.1 Ensuring that the objectives of this Contract are met;

6.2.2 Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the Supervising County Contract Administrator, who is described in Subsection 6.3 below; and

6.2.3 Negotiating with Contractor changes in service requirements pursuant to Section 8.0, Standard Terms and Conditions, Subsection 8.1, Amendments and Change Notices.

In no event will the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 Supervising County Contract Administrator (SCCA)

The County will designate one person who will have the authority to act as

the SCCA on all matters pertaining to this Contract. Responsibilities of the SCCA or alternate include:

- 6.3.1** Overseeing the overall management and coordination of the operations of this Contract; and
- 6.3.2** Providing direction to the Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Administrator, who is described in Subsection 6.4 below.

In no event will the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.4 County Contract Administrator (CCA)

The County will designate one person who will have the authority to act as the CCA on all matters pertaining to this Contract. County will notify the Contractor in writing within five (5) business days of any change in the name or address of the CCA. Responsibilities of the CCA or alternate include:

- 6.4.1** Overseeing the day-to-day administration of this Contract;
- 6.4.2** Providing direction to the Contractor in the areas relating to the contract, information, invoicing, and procedural requirements; and
- 6.4.3** Preparing Contract Discrepancy Reports;
- 6.4.4** Ensuring compliance with provisions under this contract; and
- 6.4.5** Meeting with the Contractor's Contract Manager on an as needed basis.

In no event will the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.5 DPSS Security Coordinator

County will designate one person who will have the authority to act as the DPSS Security Coordinator on all operational matters of the Contract. The responsibilities of the DPSS Security Coordinator or alternate include:

- 6.5.1** Coordinating security services for the Department;
- 6.5.2** Working with the CCA to ensure compliance with provisions under this contract; and
- 6.5.3** Meeting with the Contractor's Project Manager on a regular basis.

In no event will the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.6 County Contract Program Monitor (CCPM)

County will designate staff that will have the authority to act as CCPM. Responsibilities of the CCPM include:

- 6.6.1** Providing assistance to the CCA in overseeing the day-to-day administration of this Contract;
- 6.6.2** Monitoring and evaluating Contractor's performance in providing appropriate services as specified in the Contract; and
- 6.6.3** Monitoring Contractor for contractual compliance and preparing monitoring reports for the Contract.

In no event will the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following subsections is designated in Exhibit E, Contractor's Administration. The Contractor will notify the County Contract Administrator in writing, within two business days of any change in the name, address and telephone number of any of the Contractor's Authorized Officials designated in Exhibit E, Contractor's Administration.

7.2 Contractor Project Manager

- 7.2.1** The Contractor Project Manager is designated in Exhibit E, Contractor's Administration. The Contractor must notify the County in writing of any change in the name or address of the Contractor Project Manager.
- 7.2.2** The Contractor Project Manager will be responsible for the supervision and administrative duties for the Contractor, such as time-keeping, personnel and payroll support. The Contractor Project Manager will also interface with the DPSS Security Coordinator, County Contract Administrator, District Director, and Facility Proprietors.

7.3 Lead Supervisor

- 7.3.1** The Lead Supervisors are designated on Exhibit E, Contractor's Administration. The Contractor must notify the County in writing of

any change in names or addresses of each Lead Supervisor.

- 7.3.2** The Lead Supervisors will assist in the development of short-term and long-term security strategies that align with DPSS' security objectives, and in the development and implementation of comprehensive incident responses plans and other responsibilities outlined in Exhibit A, SOW, Section 6.0, Contractors Responsibilities, paragraph 6.1.3, Lead Supervisors.

7.4 Contractor's Contract Manager

- 7.4.1** The Contractor's Contract Manager is designated in Exhibit E, Contractor's Administration. The Contractor will notify the County in writing of any change in the name or address of the Contractor's Contract Manager.
- 7.4.2** Contractor's Contract Manager and alternate/backup who will act as the primary liaison with DPSS and be responsible for overall management and coordination of this Contract must have experience and qualifications outlined in Exhibit A, SOW, paragraph 6.3.4, Experience Requirements, subparagraph 6.3.4.3, Contractor Contract Manager.
- 7.4.3** Contractor's Contract Manager or alternate/backup will be responsible for Contractor's day-to-day activities as related to this Contract and will coordinate with CCA on a regular basis.
- 7.4.4** The Contractor's Contract Manager and backup will be identified in writing prior to this Contract award and at any time thereafter as change of Contractor's Contract Manager or backup is made. Specifically, the Contractor's Contract Manager, or his/her backup, will:
- Have full authority to act for the Contractor on all matters relating to the daily operation of this Contract.
 - Be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except on County holidays.
 - Be able to read, write, speak and understand English fluently.

7.5 Approval of Contractor's Staff

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

7.6 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge, identifying employee by name and company.

7.7 Background and Security Investigations

7.7.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

7.7.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.7.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.7.4 These terms will also apply to subcontractors of County contractors.

7.7.5 Disqualification of any member of Contractor's staff pursuant to this Subsection 7.7 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.8 Confidentiality

7.8.1 The Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality including, without limitation, County policies concerning information technology

security and the protection of confidential records and information.

- 7.8.2** The Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Subsection 7.8, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Subsection 7.8 will be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to seek reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.
- 7.8.3** The Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.8.4** The Contractor must sign and adhere to the provisions of Exhibit F-1, Contractor Acknowledgment and Confidentiality Agreement.
- 7.8.5** Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F-2, Contractor Employee Acknowledgment and Confidentiality Agreement. Additionally, Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F-3, Contractor Non-Employee Acknowledgment and Confidentiality Agreement.
- 7.8.6** With respect to any confidential information obtained by Contractor pursuant to the Contract, Contractor will: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Contract; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Contract, any such records or information to any

person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Contract, return all such records and information to County or maintain such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

7.8.7 Without limiting the generality of Subsection 7.8 of this Contract, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity for disclosure of any such details, Contractor will immediately notify the DPSS Security Coordinator. Thereafter, Contractor will comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor will delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County must have been given a reasonable opportunity to obtain such relief.

7.8.8 Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Contract Administrator as proprietary or confidential, and must be plainly and prominently marked by Contractor as "proprietary" or "confidential." County will undertake reasonable efforts to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Contract. County will not be obligated in any way under this Contract for:

1. Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;
2. Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
3. Any materials indicating the volume, frequency and type of goods and services provided by Contractor.

7.9 Nepotism

7.9.1 Contractor will prevent Nepotism by ensuring that employees who are close relatives are not assigned within the same organization unit having the same immediate supervisor, nor will they be

assigned to positions of interlocking trust in the handling of negotiable documents or control of security systems. Also, employees will not supervise, nor be supervised by, a closely related immediate supervisor or higher-level supervisor or manager. Any employee who is in the same organizational unit having the same immediate supervisor with a close relative, or who is supervised by, or supervises a close relative, must fill out Contract, Exhibit P, and report, in writing, that situation to County Contract Administrator listed in Contract, Exhibit D, within fifteen (15) days from start date of this Contract.

7.9.2 For new hires, the Nepotism Policy Statement of Understanding, Contract, Exhibit P, will be completed during the hiring process. The original copy of this form will be kept in the employee's Office Personnel File. All Contractor employees are required to adhere to this policy.

7.9.3 County reserves the right to request that employees in a nepotism situation, or employees who fail to properly disclose a nepotism situation, be removed from performing services under this Contract.

7.10 Other Contractor Personnel

7.10.1 Contractor must Identify, under sworn statement, all Contractor employees who are receiving public assistance and ensure that any employee receiving public assistance has met his/her reporting responsibility to the County and has no access to County and Contractor records of any friends, relatives, business relations, personal acquaintance, tenants, or any individual whose relationship could reasonably sway his/her conduct or performance on the job. Access includes, but not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents.

7.10.2 Contractor will be responsible for removing and replacing, within twenty-four hours, any Contractor employee performing services under this Contract and ensuring that such individual's duties are satisfactorily performed until a replacement can be arranged, when reasonably requested to do so by the County.

7.10.3 Contractor must furnish supervisory, administrative, and direct services personnel to accomplish all work required by this Contract.

7.10.4 Contractor will provide bilingual, culturally sensitive staff for all public contract positions.

7.10.5 Contractor will have an active recruitment program that will ensure

staff turnover is prompt.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

The County reserves the right to change any portion of the work required under the Contract or amend such other terms and conditions which may become necessary. Any such revision will be accomplished in the following manner:

- 8.1.1** The County reserves the right to initiate Change Notices that do not materially affect the scope of work, term, Contract amount, payments, or any other material term or condition included under this Contract. A Change Notice will be prepared and signed by the County Contract Director and the Contractor.
- 8.1.2** For any changes which materially affect the scope of work, contract term, contract sum, payments, or any term and condition included in the Contract, a negotiated amendment to the Contract must be prepared and executed by Contractor and the Director of DPSS or designee.
- 8.1.3** The County's Board or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or CEO. To implement such changes, an Amendment to the Contract must be prepared by the County and executed by the Contractor and the County.
- 8.1.4** The Director of DPSS or designee, may at their sole discretion, authorize extensions of time as defined in Section 4.0, Term of Contract. The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the contractor and by the Director of DPSS or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual

acquisitions/mergers.

- 8.2.2** The Contractor must not assign exchange, transfer or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect

to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the 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, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

8.5.1 The Contractor must develop, and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within ten (10) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.

8.5.2.3 If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.

8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.

8.5.2.5 The Contractor must preliminarily investigate all complaints and notify the County Contract Administrator of the status of the investigation within five (5) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines, as referenced in Exhibit A, Statement of Work, Section 3.0, Quality Control, Subsection 3.6, Contract Discrepancy Report.

8.5.2.7 Copies of all written responses must be sent to the

County Contract Administrator within three (3) business days of mailing to the complainant.

8.5.2.8 The Contractor must maintain a complaint log of all complaints received from Security Guards and Security Guards Supervisors, members of the public, and/or County personnel.

8.5.2.9 The complaint log will contain the date of receipt of the complaint, name of the complainant, nature of the complaint, time and action taken or reason for inaction. An updated copy of the complaint log will be made available to DPSS Security Coordinator and a copy to the County Contract Administrator.

8.5.2.10 Complaints relating to employee appearance, attitude, or work performance will be recorded in the complaint log pursuant to 8.5.2.9 above, and an immediate notification must be made to DPSS Security Coordinator and a copy to the County Contract Administrator.

8.5.3 Civil Rights Complaints

Contractor will follow steps outlined in the Civil Rights Complaint Flowchart Process for Contractors. Contractor must provide complaining party with a PA 607, Complaint of Discriminatory Treatment Form or the GEN 1179, Complaint of Discrimination Form, in the participants' designated/preferred language and request DPSS staff to assist the participant with completing the form if requested. Complainant may also file a complaint by completing a written statement or by calling the Civil Rights Complaint Hotline at (562) 908-8501. Contractor must ensure that all complaints of discriminatory treatment, including alleged ADA violations, are listed/maintained on an internal complaint log. Contractor must designate a Contractor Contract Manager to act as a Civil Rights Liaison between Contractor and the County Contract Administrator. The Contractor Contract Manager/Civil Rights Liaison must forward all PA 607s and GEN 1179s received to the County Contract Administrator within two (2) business days. County Contract Administrator will immediately forward written statements and forms received to the DPSS Civil Rights Section for investigation. Contractor Contract Manager/Civil Rights Liaison must not attempt to investigate Civil Rights complaints. Investigations are handled by the Civil Rights Section.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor must comply with

all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. These must include, but are not limited to:

1. Federal Civil Rights Act of 1964 Title VI and VII (as amended);
2. Rehabilitation Act of 1973 (as amended);
3. Age Discrimination Act of 1975;
4. Food Stamp Act of 1977 (as amended);
5. Americans with Disability Act of 1990 (as amended);
6. California Welfare & Institutions Code (WIC);
7. California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP);
8. CDSS Operations Manual;
9. Social Security Act;
10. State Energy and Efficiency Plan (Title 24, California Administrative Code);
11. Clean Air Act (42 U.S.C. 7401-7671q);
12. Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
13. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15);
14. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}; and
15. Various State regulations and releases listed on several attached Exhibits.

- 8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor,

its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Title VI and Title VII of the Federal Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; the Food Stamp Act of 1977, as amended; the ADA of 1990, as amended; WIC Section 10000; CDSS MPP, Division 21; and other applicable federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement, Contractor will not discriminate on the basis of race, color, ancestry, national origin (including language), ethnic group identification, political affiliation, citizenship, immigration status, religion, marital status, domestic partnership, age, physical or mental disability, medical condition, sex, gender, gender identity or expression, sexual orientation, and genetic information, or retaliate against an individual engaging in a protected activity, such as filing a complaint, complaint, testifying or participating in any manner in any investigation, proceeding, or hearing, and in compliance with all anti-discrimination laws of the United States of America and the State of California.

8.7.1 In addition, Contractor must abide by the provisions contained in the current DPSS Civil Rights Training Handbook, which was developed in compliance with the Civil Rights Resolution Agreement (RA) between DPSS and the Federal Office for Civil Rights, Department of Health and Human Services (DHHS). The Civil Rights Training Handbook incorporates the Civil Rights requirements of the RA along with all other mandated federal and State requirements that must be adhered to by DPSS and its Contractors.

- 8.7.2** Contractors must ensure that public contact staff attend mandatory Civil Rights Training every two years and ADA Title II training every year, and Language Access Services one-time Training. Contractor must retain training verifications, both past and current, in the employee's administrative file and provide them to the CCA upon request. If the Contractor does not have an established Civil Rights training or ADA Title II training, or Language access Services Training, Contractor staff will be required to attend DPSS provided Civil Rights training. Contractor should contact the County Contract Administrator to coordinate said trainings.
- 8.7.3** If Contractor chooses to provide the required Civil Rights and/or ADA Title II, and/or Language Access Services training to their staff through their own internal training program, the curricula and training materials must be approved in writing by DPSS. If at any time the DPSS determines that the Contractor-provided training is insufficient and/or is not achieving the desired level of understanding, the County reserves the right to require the Contractor to revise their training curricula and materials or have Contractor staff to complete DPSS provided training in a manner agreed upon by DPSS and the Contractor.
- 8.7.4** When customer language is a communication barrier, contractor must request assistance by available DPSS staff. When a customer discloses a disability or disability related needs represent admission challenges, contractor must request DPSS Office assistance by available DPSS staff.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

- 8.8.2.1** Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the 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 the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

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

exception to the Program.

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

8.9 Conflict of Interest

- 8.9.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2** The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or Who are on a County Re-Employment List

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

8.11 Consideration of Hiring Greater Avenues for Independence (GAIN)/Skills and Training to Achieve Readiness for Tomorrow (START) Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's DPSS GAIN Program or START Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must 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.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

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

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

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

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

management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor must notify and provide to its employees, and will 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 information on where and how to safely surrender a baby. Additionally, the Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "[Safely Surrendered Baby Law Poster](#)" (available in [English](#)/ [Spanish](#)/ [Chinese](#)/ [Korean](#)) in a prominent

position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

The Contractor, and its subcontractor(s), can access posters and other program material at babysafela.org.

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

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

8.14.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain 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 will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor will repair, or cause to be repaired, at its own cost,

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

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

8.17 Employment Eligibility Verification

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

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

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subsection 8.1, Amendments and Change Notices, and received via communications facilities (facsimile, email or electronic

signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above but specifically excluding any incidents where security is needed to protect the public from imminent danger of injury or damage to property or to enforce evacuations and curfews, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the

laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

8.22 Independent Contractor Status

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

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

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

8.22.4 The Contractor must adhere to the provisions stated in Subsection 7.8, Confidentiality.

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subsection 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

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

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

8.24.2.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other

insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements must be sent to the County Contract Administrator listed in Exhibit D.

8.24.2.6 Contractor also must 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 must 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 Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide the County with, or Contractor's insurance policies must contain a provision that County will 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 must be provided to the 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 the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance must be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

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

8.25.4 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$1 million per claim and \$1 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.5 Professional Liability/Law Enforcement Liability:

Insurance covering Contractor's liability arising from or related to law enforcement activities that include acts of false arrest, excessive force, violation of civil rights and invasion of privacy, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than two years following this Agreement's expiration, termination, or cancellation.

8.26 Liquidated Damages

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

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages can be up to one hundred dollars (\$100) per day per infraction, or as specified in Exhibit A-1, SOW Attachment 5, Performance Requirements Summary [PRS], Chart of this Contract, hereunder, and that the contractor will be liable to the County for liquidated damages in said amount. Said amount may be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor

from the County, as determined by the County.

8.26.3 The action noted in paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract. Prior to any such adjustment being made or any liquidated damages (including those set in Exhibit A-1, SOW Attachment 5) being assessed, the County will follow the FDR/CDR process set forth in Exhibit A, Section 3.6.

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

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin (including language), sex, age, physical or mental disability, marital status, domestic partnership, ethnic group identification, citizenship, immigration status, medical condition, gender, gender identity or expression, sexual orientation, genetic information, and political affiliation, and will not be retaliated against for engaging in a protected activity, such as filing a complaint, complaint, testifying or participating in any manner in any investigation, proceeding, or hearing, in compliance with all applicable federal and State anti-discrimination laws and regulations.

8.28.2 Contractor certifies to the County each of the following:

8.28.2.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.28.2.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

- 8.28.2.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.28.2.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3** The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin (including language), sex, age, physical or mental disability, marital status, domestic partnership, ethnic group identification, citizenship, immigration status, medical condition, gender, gender identity or expression, sexual orientation, genetic information, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin (including language), sex, age, physical or mental disability, marital status, domestic partnership, ethnic group identification, citizenship, immigration status, medical condition, gender, gender identity or expression, sexual orientation, genetic information, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, domestic partnership, ethnic group identification, citizenship, immigration status, medical condition, gender, gender identity or expression, sexual orientation, genetic information, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Subsection 8.28, Nondiscrimination and Affirmative Action, have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Civil Rights Department or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

The Contractor must bring to the attention of the County's Contract Administrator and/or Supervising County's Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator or Supervising County's Contract Administrator is not able to resolve the dispute, the Director, or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Intentionally Omitted

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subsection 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records except for those documents determined to be non-disclosable or exempt pursuant to California Government Code sections 7921.000 et seq. and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

“trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 Publicity

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

8.37.1.1 The Contractor must develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Contract Administrator.

8.37.1.3 In no event will Contractor use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Subsection 8.37, Publicity, will apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and

information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s). Failure on the part of the Contractor to comply with any of the provisions of this Subsection 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract
- 8.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.4** In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the

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

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

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

- A description of the work to be performed by the subcontractor.
- A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the County.

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

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

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

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

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

8.40.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to the County Contract Administrator listed on Exhibit E, County's Administration.

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

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

grounds upon which the County may terminate this Contract pursuant to Subsection 8.43, Termination for Default, and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effectuated by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must stop work under this Contract on the date and to the extent specified in such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Subsection 8.38, Record Retention and Inspection-Audit Settlement.

8.43 Termination for Default

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

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem

appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Subsection 8.43, Termination for Default, it is determined by the County that the Contractor was not in default under the provisions of Subsection 8.43, Termination for Default, or that the default was excusable under the provisions of paragraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Subsection 8.42, Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this Subsection 8.43, Termination for Default will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any

County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

8.45 Termination for Insolvency

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

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

8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or

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

8.45.2 The rights and remedies of the County provided in this Subsection 8.45, Termination for Insolvency, will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as

defined in [County Code Section 2.160.010](#) retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Subsection 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

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

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

fee.

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

8.51.1 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.

8.51.2 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 Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

Failure of Contractor to maintain compliance with the requirements set forth in Subsection 8.51, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [County Code Chapter 2.206](#).

8.53 Time Off for Voting

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

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

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

8.54.2 If a Contractor or member of Contractor's staff is convicted of a

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

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

8.55 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code [Section 12952](#), the California Code of Regulations [Section 11017.1](#), and County Code [Chapter 8.300 \(Fair Chance Ordinance for Employers\)](#). Contractor, and its subcontractor(s), can access fair chance employment resources, including a Fair Chance [Fact Sheet](#) and Workplace Posters ([English/Spanish](#)), and other program material at <https://dcba.lacounty.gov/fairchance/>. Additional compliance resources, including an [Employer Toolkit](#) (Fair Chance Hiring: An Employer's Guide to Hiring System-Impacted Individuals), can be accessed at <https://opportunity.lacounty.gov/fair-chance-hiring-campaign/>.

Contractor's violation of this subsection of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, issue administrative penalties and/or seek additional remedies as provided within [Section 8.300.100](#) of the Fair Chance Ordinance for Employers, and/or terminate the Contract.

8.56 Compliance with the County Policy of Equity

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

8.57 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.58 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

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

9.1.2 Payment of Living Wage Rates

9.1.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the contractor is not an "Employer" as defined under the Program ([Section 2.201.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Living Wage Program ([Section 2.201.090 of the County Code](#)), the Contractor must pay its employees no less than the applicable hourly living wage rate for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below.

9.1.2.2 For purposes of this paragraph, “Contractor” includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor 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 the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. “Full-time” means a minimum of 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 the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

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

9.1.2.4 If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor must immediately notify the County if the Contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor 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 Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to

pay the living wage for the remaining term of the Contract, including any option period.

9.1.2.5 For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, "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 Contract, Travel Time will mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor must submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports must list all of the 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 forms provided in Exhibit H, Payroll Statement of Compliance, or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor must promptly provide such information. The 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.

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

During the term of the Contract, if the Contractor becomes aware of any labor law-payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law-payroll violation (including but not limited to any violation or claim

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

Additionally, Contractor must, within thirty (30) days of the entry of the judgment, provide written notice to the County of any unsatisfied final judgment against Contractor for non-payment of wages arising out of Contractor's operations performed under the Contract with the County, as required by California Labor Code Section [238.5](#).

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of five (5) years from the date of final payment under the Contract. Authorized agents of the County must have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports.

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

a. Withholding of Payment

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

b. Liquidated Damages

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

c. Termination

The Contractor's continued failure to submit accurate, complete, timely, and properly certified monitoring reports may constitute a material breach of the Contract. In the

event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage.

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

a. Withholding Payment

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

b. Liquidated Damages

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

c. Termination

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

3. Debarment

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

9.1.8 Use of Full-Time Employees

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

9.1.9 Contractor Retaliation Prohibited

The 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 a violation of the Living Wage Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights

1. The Contractor must offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this Contract, 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 Contract.
2. The 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 a Contractor.
3. The Contractor will not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor’s other employees.

9.1.12 Neutrality in Labor Relations

The Contractor must not use any consideration received under the Contract to hinder, or to further, organization of, or collective

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

9.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions (45 C.F.R. Part 76)

9.2.1 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.

9.2.2 By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any principals be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

9.3 Child/Elder Abuse/Fraud Reporting

9.3.1 Contractor and County staff working under the terms of this Contract must comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and must report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports will be made by telephone immediately to the Department of Children and Family Services (DCFS) hotline at (800) 540-4000 within 24 hours and must submit all required information, in accordance with the PC Code Sections 11166 and 11167.

9.3.2 Contractor and County staff working on this Contract must comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and must report all known or suspected instances of physical or mental/emotional abuse of elders and dependent adults either to the appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Elder abuse reports will be made by telephone immediately to the Workforce Development, Aging and Community

Services (WDACS) hotline at (888) 202-4248 within 24 hours and must submit all required information, in accordance with the WIC Sections 15630, 15633, 15633.5.

- 9.3.3** Contractor and County staff working under the terms of this Contract must also immediately report all suspected or actual welfare fraud situations to the County via the 24 hours Central DPSS Fraud Reporting Line (800) 349-9970, or the Employee Fraud Hotline (800) 544-6861, or California State Fund Hotline (800) 822-6222.

9.4 Collective Bargaining Contract

- 9.4.1** To comply with California Department of Social Services Regulations (CDSS), Operations Manual Section 23-610 (c) (22), the Contractor agrees to provide to the County, upon request, a copy of any collective bargaining Contract covering employees providing services under the Contract.

9.5 Compliance with Auditor Controller Contract Accounting and Administration Handbook

- 9.5.1** The Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook is incorporated herein by reference and available at:

[AC Contract Accounting and Administration Handbook - Revised July 2025](#)

Contractor must comply at a minimum with the requirements set forth in the Contract Accounting and Administration Handbook.

9.6 Contractor's Charitable Activities Compliance

The County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law, including the "Nonprofit Integrity Act of 2004", as approved and codified in California Government Code, [Sections 12580-12599.10](#), in order to protect the County and its taxpayers. The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#)).

9.7 Data Destruction

- 9.7.1** Contractor(s) that have maintained, processed, or stored the

County of Los Angeles' ("County") data and/or information, implied or expressed, have 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>

- 9.7.2** 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 the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.
- 9.7.3** Vendor 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 NIST Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor 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 destroyed and is unusable, unreadable, and/or undecipherable.

9.8 Fiscal Accountability

9.8.1 Fiscal Policies/Procedures

The Contractor will be required to adhere to strict fiscal and accounting standards and must comply with Title 2 of the Code of Federal Regulations Part 200 (2 CFR 200 et seq.) and related OMB Guidance.

9.9 Government Observations

- 9.9.1** Contractor will permit all authorized federal, State, County and/or research personnel, in addition to departmental contracting staff, to observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with Contractor performance.

9.10 Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)

- 9.10.1** Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.10.2** Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.10.3** Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor’s or its officers’, employees’, or agents’, access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.11 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 (IIPP) that addresses hazards pertaining to the particular workplace covered by the program. Contractor must provide a copy of the IIPP to the County Contract Administrator within 10 days of commencement of services.

9.12 Ownership of Materials, Software and Copyright

- 9.12.1** County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams,

facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.12.2 During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.12.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County Contract Administrator as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.12.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.12.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under paragraph 9.12.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by paragraph 9.12.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.13 Patent, Copyright and Trade Secret Indemnification

9.13.1 The Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or

related to the operation and utilization of the Contractor's work under this Contract. County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support the Contractor's defense and settlement thereof.

9.13.2 In the event any equipment, part thereof, or software product 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, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, must either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.13.3 The Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.14 Rules and Regulations

During the time that Contractor's employees or agents are at County facilities, such persons will be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide services, with such rules and regulations. In the event that the County determines that an employee of Contractor has violated any applicable rule or regulation, the Director or designee will notify Contractor and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor must permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of County services. Upon removal of any employee, Contractor must immediately replace the employee and continue services hereunder.

9.15 Shred Documents

- 9.15.1** Contractor must ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code sections 10850 and 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled “shred” until they are destroyed. No confidential documents/papers are to be recycled.
- 9.15.2** Documents for record and retention purposes in accordance with Subsection 8.38 of this Contract are to be maintained for a period of five (5) years or longer if required by law.

9.16 Compliance with County’s Advancing High Road Jobs Initiative, Anti-Racism, Diversity and Inclusion (ARDI) Initiative, and Veteran Engagement

- 9.16.1** The County has established a “Advancing High Roads 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, 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. The County’s Department of Economic Opportunity (DEO) oversees a network of America’s Job Centers of California (AJCCs), 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](#).
- 9.16.2** In support of this Initiative, the County has established a 20% hiring goal, which requires the Contractor to consider hiring qualified employees from AJCCs or other County workforce/workfare programs for open employment opportunities as they become available. To achieve the 20% hiring goal, Contractor will seek to hire 20% of its workforce (Full-Time Equivalent positions available under the subject contract) from the AJCCs or to achieve the 20% hiring goal, Contractor will seek to fill 20% of its workforce

vacancies (Full-Time Equivalent positions) by hiring from the AJCCs.

9.16.3 Contractor will be provided direct access to the AJCC referral portal where the County will refer qualified employees to Contractor.

9.16.4 Within thirty (30) calendar days after the Contract effective date, Contractor must provide the County with its comprehensive annual Hiring Plan that outlines their commitment to achieve a 20% hiring goal, throughout the Contract term, to hire qualified employees from AJCCs.

9.16.5 Contractor must submit a quarterly Hiring Report to identify progress made toward achieving the 20% hiring goal. The report must include, but not limited to, a description of the positions that were fulfilled, number of program participants hired, and program name. The quarterly report must be submitted electronically to the County Contractor Administrator.

9.16.5.1 The Contractor will be required to create a quarterly report template. The template must be submitted electronically for approval to the CCA within ten (10) days of commencement of the contract.

9.16.5.2 The quarterly report must be submitted electronically to the CCA by the 15th following the end of the quarter.

- October 15th (July through September)
- January 15th (October through December)
- April 15th (January through March)
- July 15th (April through June)

9.16.6 Contractor must submit a quarterly Hiring Report to identify efforts made towards hiring and recruitment from under-resourced communities and United States Veterans. Reports shall include how equity was applied in hiring from under-resourced communities.

9.16.6.1 The Contractor will be required to create a quarterly report template. The template must be submitted electronically for approval to the CCA within ten (10) days of commencement of the contract.

9.16.6.2 The quarterly report must be submitted electronically to the CCA by the 15th following the end of the quarter.

- October 15th (July through September)
- January 15th (October through December)

- April 15th (January through March)
- July 15th (April through June)

9.17 Information and Privacy Requirements

Contractor must comply with the requirements set forth in Exhibit K, Information Security and Privacy Requirements.

9.18 Digital Accessibility Requirements

For any and all websites, webpages, and mobile applications that Contractor designs, hosts, implements or manages on behalf of the County, Contractor must comply with Exhibit Q (Digital Accessibility Requirements) all applicable accessibility laws, rules, regulations, and industry standard guidelines including, but not limited to, the Americans with Disabilities Act and the [Web Content Accessibility Guidelines](#) (WCAG 2.1), as they may be amended or updated from time to time. Contractor must also promptly comply, without additional cost to County, with any amendments or updates to these accessibility laws, rules, regulations, or industry standard guidelines that become effective during the term of the Contract.

10.0 SURVIVAL

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Section 1.0	Applicable Documents
Section 2.0	Definitions
Section 3.0	Work
Subsection 5.4	No Payment for Services Provided Following Expiration - Termination of Contract
Subsection 7.8	Confidentiality
Subsection 8.1	Amendments and Change Notices
Subsection 8.2	Assignment and Delegation/Mergers or Acquisitions
Subsection 8.6	Compliance with Applicable Laws
Subsection 8.19	Fair Labor Standards
Subsection 8.20	Force Majeure
Subsection 8.21	Governing Law, Jurisdiction, and Venue
Subsection 8.23	Indemnification
Subsection 8.24	General Provisions for all Insurance Coverage
Subsection 8.25	Insurance Coverage

Subsection 8.26	Liquidated Damages
Subsection 8.34	Notices
Subsection 8.38	Record Retention and Inspection-Audit Settlement
Subsection 8.42	Termination for Convenience
Subsection 8.43	Termination for Default
Subsection 8.48	Validity
Subsection 8.49	Waiver
Subsection 8.57	Prohibition from Participation in Future Solicitation(s)
Subsection 9.1	Compliance with County's Living Wage Program
Subsection 9.12	Ownership of Materials, Software and Copyright
Subsection 9.13	Patent, Copyright and Trade Secret Indemnification
Subsection 9.17	Information Security and Privacy Requirements
Subsection 9.18	Digital Accessibility Requirements
Section 10.0	Survival

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

COUNTY OF LOS ANGELES

By _____ Date _____
Chair, Board of Supervisors

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

By Steve Claton Date July 29, 2026
Name
Regional President
Title

ATTEST:
Edward Yen, Executive Officer
of the Board of Supervisors

By _____
Name

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By Bearbeit for Melinda White-Svec Date 7/30/2026
Melinda White-Svec
Deputy County Counsel

EXHIBIT A
STATEMENT OF WORK (SOW)
SECURITY GUARD SERVICES

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PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and Performance Outcomes.

The County's vision is a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of service excellence is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion; and 4) Customer Orientation.

These shared values are encompassed in the County Strategic Plan's three Goals: 1) Make Investments that Transform Lives, 2) Foster Vibrant and Resilient Communities, and 3) Realize Tomorrow's Government Today. These require coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

1.0 SCOPE OF WORK

The Los Angeles County Department of Public Social Services (DPSS) is responsible for providing security at over forty (40) DPSS office locations throughout the County. Security guard services are provided to six (6) Zones to facilitate service delivery, support, training, and management under the contract. The Zones are divided into two (2) Sectors as identified below.

The Sectors and Zones are as follows:

NORTH SECTOR

Zone 1: This service area includes, but is not limited to the Lancaster, Palmdale, and Santa Clarita Valley area.

Zone 2: This service area includes, but is not limited to, Burbank, Chatsworth, Glendale, Northridge, Sun Valley, and Van Nuys.

Zone 3: This service area includes, but is not limited to, Monterey Park, City of Industry, El Monte, Hacienda Heights, Pasadena, and Pomona.

SOUTH SECTOR

Zone 4: This service area includes, but is not limited to, Athens, Exposition Park, Inglewood; Koreatown, Mid-City, Rancho Park, South Central, Vermont Knolls, West Fairfax, Westchester, and Westlake.

Zone 5: This service area includes, but is not limited to, Bell, Boyle Heights, Cudahy, Downtown L.A., East Los Angeles, Florence-Firestone, Lincoln Heights, South Gate, and Watts.

Zone 6: This service area includes, but is not limited to, Long Beach, Compton, Norwalk, Rancho Dominguez, Santa Fe Springs, and Torrance.

- 1.1** For purposes of this SOW, the term Security Guard will mean Armed Security Guard and the term Security Guard Supervisor will mean Armed Security Guard Supervisor. The Contractor may be required to provide various classifications of Security Guards in the future as identified in Contract Section 2, Definitions, Subsection 2.59. The Contractor must provide Security Guards, and Security Guard Supervisors that are trained and certified, courteous, uniformed, and equipped professionals. Security Guard services must be provided in accordance with Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. The hours and days may change based on the needs of DPSS, including adding and/or removing

twenty-four (24) hours per day, services as requested by the County. For any post requiring twenty-four (24) hours per day, security services, Contractor will schedule guard coverage in a manner that prevents the County incurring overtime rates.

- 1.2** The number of locations within a Zone and Sector may change during the term of the contract, based on the operational and organizational requirements of the location and/or DPSS. Locations may open or close and/or staffing levels may increase or decrease, thereby changing requirements. The Contractor must have the flexibility and capability to provide varying numbers of Security Guards and Security Guard Supervisors to any locations in the Zone and Sector throughout the contract term; therefore, in addition to the staffing required on Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, a minimum of ten (10) percent additional Security Guard personnel who are cleared, trained, certified, and equipped must be available for deployment at any time by the Contractor throughout the term of the Contract at no additional cost to the County. The ten (10) percent additional Security Guard personnel must include on-call Security Guard staff available with the same requirements listed above to maintain the level of service required in the contract to ensure no open posts.

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

- 2.1** The County, at its sole discretion, by and through DPSS, will have the right to: (1) add and/or delete specific Locations within a Zone, (2) add, delete, reduce, or change specific tasks and/or work hours for any and all shifts, during the term of the contract, (3) add and/or reduce the number of Security Guards and/or Security Guard Supervisors, and (4) request additional classifications of Security Guards and Security Guard Supervisors in accordance with Contract, Subsection 8.1, Amendments and Change Notices.
- 2.1.1** Locations that are added to the Contract after the initial award may be assigned to the Contractor.
- 2.1.2** Generally, additional Locations will be added to Contractor for the affected Zone; however, the County reserves the right to assign new Locations to any qualified Contractor, based on the affected Zone's Contractor's capacity, capability, performance, and business needs of the County, at the sole discretion of the County.
- 2.1.3** Service requests made by the County for a change, addition, and/or deletion of security services will be made by written notice to the Contractor three (3) to five (5) business days prior to coverage change except for emergency services. The Contractor

will be required to provide written confirmation of coverage changes to the DPSS Security Coordinator and County Contract Administrator within three (3) calendar days of receipt of such notice.

- 2.2** Contractor must provide the County with good faith cost estimates for any security services that are provided through this contract. The cost estimates must be provided within 72 hours from the date the County submits a request, and the cost estimate must clearly demonstrate the calculations, hourly rates, service hours, and any factors that impact the cost estimate.
- 2.3** Urgent service requests will be made by DPSS Security Coordinator or Facility Proprietor, either verbally or in writing to the Contractor, prior to the requested start of services. Verbal requests must be followed by written communication to document the authorized request.
- 2.4** Contractor must provide coverage, as outlined in subsection 1.2 of this Exhibit A, SOW, for unforeseen urgent/emergency service requests at the start time requested by the County, or, in the event of requests for immediate services, no later than one hour from the time of the request by the County. The unforeseen urgent/emergency service requests will be paid at the overtime rate of one and a half times the hourly labor rate by County for actual hours worked by Security Guards or Security Guard Supervisors. In the event that the County requires additional Security Guards beyond the required number as outlined in subsection 1.2 of this Exhibit A, SOW, County and Contractor will discuss.
- 2.5** On the 10th calendar day of the month, DPSS Security Coordinator will provide a list of all approved service requests effectuated in the prior month detailing the urgent services provided, effective date of service, location of services, shifts, and number of additional security personnel to the County Contract Administrator (CCA).
- 2.6** Firearms-related requirements for Posts are listed in paragraph 6.4.2, Security Guard Equipment/Accessories of this Exhibit A, SOW. All changes must be made in accordance with Contract, Subsection 8.1, Amendments and Change Notices.

3.0 QUALITY CONTROL

- 3.1** Contractor must establish, maintain, and utilize a comprehensive Quality Control Plan (Plan) to be utilized as a self-monitoring tool to ensure the County receives a consistently high level of service throughout the term of this contract. The Plan, which is subject to approval or rejection by the County, must be submitted to the CCA for review on the contract start date, with revisions submitted as changes occur. Revisions will be due within ten (10) business days of the CCAs request. The Plan must include, but not be

limited to, the following:

- 3.1.1** Method and frequency of monitoring all tasks and services to ensure that contract requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.
- 3.1.2** Specific activities to be monitored either on scheduled or unscheduled basis.
- 3.1.3** Method of monitoring to verify authenticity of reports, and methods to ensure quality of services.
- 3.1.4** Samples of forms to be used in monitoring.
- 3.1.5** Job title and level of personnel performing monitoring functions (Contractor must ensure that the Plan is implemented by the Contractor Project Manager and/or quality control personnel, and not the Security Guards or Security Guard Supervisors actually performing security services).
- 3.1.6** Method for providing continuing services to the County in the event of a strike of the Security Guards and/or Security Guard Supervisors or any emergency, including but not limited to, fire, flood, earthquake, civil disturbance, pandemic, epidemic, and other natural or manmade disasters.
- 3.1.7** Method of record retention of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, and plan for making this information available to the County upon request.
- 3.1.8** Method for ensuring that all Contractor reports provide acceptable data as required by this Contract.
- 3.1.9** Method for surveying District Directors or Facility Proprietor on a regular basis to obtain feedback on security issues or concerns.
- 3.1.10** Method for ensuring that there are no Open Posts at any time and all Posts are filled at all times, in accordance with County's staffing plan requirements, as set forth in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone.

- 3.2** The Contractor must maintain and update, as necessary, written policy and

procedures regarding the licensing, certification, training files, and work requirements for Contractor personnel assigned to provide Security Guard services under the contract and provide to the County within two (2) business days should there be any changes.

3.3 Quality Assurance Plan

3.3.1 The County will evaluate the Contractor's performance under this contract using the Quality Assurance procedures as defined in Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.15, County's Quality Assurance Plan. The County will monitor the Contractor's performance as detailed in this SOW. The purpose of the monitoring is to assess the Contractor's compliance with all Contract terms and performance standards.

3.3.2 Contractor's deficiencies, which the County determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, will be reported to the Board. The report will also include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the correction action measures, the County may terminate this Contract or impose other penalties as specified in Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.15, County's Quality Assurance Plan.

3.4 Performance Evaluation Meetings

The County and the Contractor must meet at least quarterly, and more frequently if deemed necessary, to discuss the status of the Contract, new or ongoing problems, and other issues. The Contractor's failure to attend will cause an assessment as specified in Exhibit A-1, SOW Attachment 5, Performance Requirements Summary. The CCA reserves the right to schedule more frequent meetings if the Contractor's quality of performance is not at an acceptable level. An acceptable quality level will be determined by, but not limited to, the Contractor adhering to the requirements of Exhibit A-1, SOW Attachment 5, Performance Requirements Summary.

3.5 Review of Monthly Inspection Reports (MIR)

On a monthly basis after Contractor begins providing services, the Contractor must submit to CCA with a copy to the DPSS Security Coordinator, Contractor's scheduled and unscheduled inspection reports as specified in Section 8.0, Reporting Requirements of this SOW. The inspection reports must include: a) date of inspection, b) problem(s) identified, c) corrective action taken, and d) time elapsed between identification of a problem and corrective action completed. CCA will review all reports to ensure that Contract requirements are being met. DPSS

Security Coordinator will review security equipment report for accuracy and functionality. Failure to submit scheduled or unscheduled inspection reports will cause an assessment as specified in Exhibit A-1, SOW Attachment 5, Performance Requirement Summary of the Contract.

3.6 Facility Discrepancy Report (FDR)

Under the FDR process, at the facility proprietor's discretion, Contractor will be given written notice of any deficiency and five (5) days' to remedy the deficiency. At County's discretion, the amount of time the Contractor will be given to address the deficiency may be extended dependent upon the severity, frequency, or impact to County operations. County agrees to begin identifying safety-related and/or operationally critical deficiencies within sixty (60) calendar days of the Contract start date. Once the County identifies and relays to the Contractor any safety-related and/or operationally critical deficiencies and the Contractor violates the identified said safety-related and/or operationally critical deficiencies then County will forgo the FDR process and initiate the process in Subsection 3.7, Contract Discrepancy Report.

- 3.6.1** The FDR, SOW Attachment 6-A, will be used as needed by the DPSS Facility Proprietor (FP) to report security related issues, such as open posts, Security Guard underperformance or unprofessional appearance, etc. These FDR's will be created by the FP and sent to SecurityManagement@dpss.lacounty.gov.
- 3.6.2** The FDR will be forwarded to the Contractor Project Manager or his/her designee with a copy to DPSS Security Coordinator and CCA on a flow basis and/or whenever a discrepancy has been identified or a complaint has been reported by the FP. Upon receipt of an FDR, the Contractor is required to review and resolve all issues identified in the FDR. The Contractor shall notify DPSS with a written confirmation that the issues and/or discrepancies on the FDR have been resolved. If the incident and/or discrepancy has been confirmed as resolved, to the satisfaction of the County, the County at its discretion, will not evaluate the incident for potential CDR.
- 3.6.3** For discrepancies related to Open Posts, the Contractor will respond with an acknowledgment and/or resolution to the DPSS Security Coordinator and CCA immediately upon receipt of the FDR.
- 3.6.4** When open posts cannot be filled within one hour, the Contractor must notify the DPSS Security Coordinator in writing. The DPSS Security Coordinator will then work with Contractor to resolve Open Posts as soon as possible. The Contractor is required to submit a

Daily Open Post Report by 12:00 P.M. to the DPSS Security Coordinator.

- 3.6.5** In the event security related issues cannot be resolved through the FDR process, these issues will be evaluated for potential CDR by CCA and addressed through the CDR process outlined in Subsection 3.7, Contract Discrepancy Report (CDR) of this SOW.
- 3.6.6** Contractor must maintain a monthly log of all FDRs received from the County. The FDR Log must contain the date of receipt of the FDR, nature of the discrepancy/complaint, time and action taken or reason for inaction. An updated monthly FDR log will be submitted to the CCA and the DPSS Security Coordinator no later than the 5th calendar day of each month.
- 3.6.7** Should the County implement a contract management system, the Contractor will comply with all system requirements to receive, review, and submit resolutions through the automated system within the timeframe required by the County. Additionally, the Contractor must designate appropriate staff to comply with the County automated system training requirements and cooperate with the County's Information Technology department as deemed necessary. In case of system failure, the Contractor will follow the FDR procedures described above.

3.7 Contract Discrepancy Report (CDR)

The CCA will issue a written CDR to the Contractor Project Manager or designee. Upon receipt of a CDR, the Contractor is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A Corrective Action Plan, including a timetable for correction of all deficiencies identified in the CDR, must be submitted to the CCA within ten (10) business days. See Exhibit A-1, SOW Attachment 6, Contract Discrepancy Report.

4.0 HOURS AND DAYS OF OPERATION

Contractor hours and days of operation will vary by Location. The hours and days are set forth on Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone of this SOW. Contractor may be required to work on County-recognized holidays.

4.1 Work Schedules/Deployment

- 4.1.1** The Contractor will have discretion over the deployment of Security Guards and Security Guard Supervisors as long as service levels are met in accordance with Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. The Contractor must maintain a

continuously updated deployment roster, which must be incorporated herein by this reference, and submit a copy during the quarterly performance evaluation meeting and upon request by the County.

- 4.1.2** In the event that County requires additional service hours or service days due to temporary changes in workload or other urgent needs of DPSS such as, but not limited to, emergency coverage, immediate services, unscheduled 24/7 security services, etc., Contractor Project Manager will work with DPSS Security Coordinator and designated Facility Proprietor to provide security related recommendations and develop a written plan to meet the additional service requirements. The Contractor will provide the additional Security Guard services at no additional cost to the County other than the billable hourly rates.

4.1.3 Supervision

Security Guards must be adequately supervised by Security Guard Supervisors. Contractor must employ at least one (1) Lead Supervisor per Zone in addition to the one (1) Security Guard Supervisor for every ten (10) Security Guards as required on Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. Security Guard Supervisors assigned to the field must travel to their assigned Locations on a regular basis to oversee their subordinates.

- 4.1.3.1** Security Guards must be adequately supervised by a Security Guard Supervisor. Contractor must provide one hour field supervision by a Security Guard Supervisor for every ten hours of Security Guard service as required in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, and Exhibit B, Pricing Schedule, of the Contract. The ratio of one hour of field supervision for every ten hours of Security Guard services (ten to one ratio), is billed by hours. Supervisors assigned to the field must travel to their assigned Locations on a regular basis to oversee their subordinates. Only actual hours worked by Supervisors in the capacity of performing supervision duties are billable to the County. Contractor will not bill the County for supervision hours due to Contractor's administrative duties or duties not directly related to Security Guard services as required in this SOW.

4.1.4 County Staffing Plan

- 4.1.4.1** County staffing plan requirements are provided on Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone.
- 4.1.4.2** In the event that County's permanent requirements change during the term of the contract, the County will revise Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. The County will provide Contractor with a revised Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, in accordance with the Amendment process set forth in Contract, Subsection 8.1, Amendments and Change Notices.

4.1.5 Contractor Living Wage Staffing Plan

- 4.1.5.1** Pursuant to the Contract requirements provided in paragraph 9.1.8, Use of Full-Time Employees of the contract, Contractor must prepare a staffing plan using full-time employees. Staffing plans must be prepared for each Location, using Exhibit A-1, SOW Attachment 7, Living Wage Staffing Plan, to demonstrate how Contractor intends to fill each Post, using full-time employees. Contractor must provide details of Post coverage. For example, a Post requiring twelve (12) hours of coverage could show: one Security Guard working twelve (12) hours, or two Security Guards: one working ten (10) hours and another one working two (2) hours, or two Security Guards: one working eight (8) hours and another one working four (4) hours, or two Security Guards working six (6) hours each.
- 4.1.5.2** A completed SOW Attachment 7, Living Wage Staffing Plan found in Exhibit A-1 must be submitted for each Location for review and approval by the CCA at least thirty (30) calendar days prior to the commencement of work under the contract.
- 4.1.5.3** In accordance with subparagraph 5.2.5.3 – Living Wage Compliance Documents of this SOW, staffing plans for each Location must also be submitted to CCA monthly on SOW Attachment 7, Living Wage Staffing Plan as part of Living Wage compliance.
- 4.1.5.4** In the event that County's staffing requirements change during the term of the contract, Contractor must provide a revised SOW Attachment 7, Living

Wage Staffing Plan for CCA, that meets the County's revised requirements, as specified in revised Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. The revised staffing plan will be submitted to the CCA for approval along with a copy to the DPSS Security Coordinator.

- 4.1.5.5** In the event that Contractor changes its full-time employee staffing plan, Contractor must immediately provide a revised Living Wage Staffing Plan for CCA approval, in accordance with Contract, paragraph 9.1.8, Use of Full-Time Employees.

4.1.6 Open Post

- 4.1.6.1** Contractor must provide sufficient Security Guards and Security Guard Supervisors, including relief for breaks and meal periods, to ensure there are no Open Posts at any time. County will view any Open Post as a serious breach of contract performance. Relief coverage for breaks and meals must be provided at no additional cost to the County.
- 4.1.6.2** Posts are to be filled according to County's staffing plan requirements, as set forth in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, at all times, unless County gives written approval of an exception, modification, or change.
- 4.1.6.3** More than three instances of an Open Post in a Location within a 30-day period or three consecutive days of an Open Post will subject Contractor to significant additional assessments, liquidated damages, and possible forfeiture of Location and /or Post, termination of the Contract and/or debarment.
- 4.1.6.4** Security Guard Supervisor coverage must be provided for all Zones according to County's staffing plan requirements set forth in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, and the required ratio of one (1) Security Guard Supervisor for every ten (10) Security Guards must be maintained at all times, in addition to the required one (1) Lead Supervisor per Zone.
- 4.1.6.5** Failure to fill Security Guard and Security Guard Supervisor positions as required will constitute an Open Post and will subject Contractor to Open Post

assessment(s), as specified In Exhibit A-1, SOW Attachment 5, Performance Requirement Summary.

- 4.1.6.6** The Contractor must report any absences to the DPSS Security Coordinator and the Facility Proprietor the day before a planned absence or thirty minutes prior to Security Guard or Security Guard Supervisor work reporting time for unplanned absences through the Contractor's automated system or any alternate reporting mechanism approved by the County. Upon reporting unplanned absences, Contractor must immediately deploy a replacement Security Guard or Security Guard Supervisor (billed at Security Guard rate if replacing a Security Guard) to the Location to ensure that there are no Open Posts at any time. If a Security Guard Supervisor is deployed for a Security Guard, they must stand post until a replacement Security Guard arrives; however, his/her time as a Security Guard Supervisor will not be billed to the County at the Security Guard Supervisor rate. The replacement Security Guard or Security Guard Supervisor must immediately report to the Post of the unplanned absence.
- 4.1.6.7** Contractor must ensure that Posts for the public lobby entrance(s) are filled at all times to ensure that District Office lobbies can open timely. At least one (1) Security Guard must be at the weapon screening post at all times during lobby hours. Failure to comply will result in additional liquidated damages as set forth in Exhibit A-1, SOW Attachment 5, Performance Requirements Summary.
- 4.1.6.8** Security Guard Supervisor must not permanently stand Post due to Contractor staffing shortages and are only allowed to stand Post for the duration of the temporary planned or unplanned Open Post due to call off, emergencies, or unforeseen circumstances. Contractor cannot utilize Security Guard Supervisor to fulfill Security Guard vacancies.
- 4.1.6.9** In the event that a Security Guard or Security Guard Supervisor must take unplanned leave during the workday, Contractor must send a replacement Security Guard or Security Guard Supervisor within one (1) hour of the Security Guard or Security Guard Supervisor absence, with the replacement Security Guard or

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

4.2 Unscheduled Work Due to Security Incident

- 4.2.1** When a condition exists wherein there is imminent danger of injury to the public or damage to property, Security Guard must control the situation and physically intervene, as appropriate, to prevent injurious acts to persons or property. As soon as it is safe to do so, the Security Guard must notify the Security Guard Supervisor of the incident. Security Guard Supervisor must contact the Lead Supervisor, Contractor Project Manager, and the DPSS Security Coordinator to advise them of the situation and request approval and/or direction. The Security Guard Supervisor must contact the Facility Proprietor, DPSS Security Analyst, and the DPSS Security Coordinator to advise them of the situation and request approval and/or direction.
- 4.2.2** The County will provide verbal authorization to the Contractor for additional service hours and/or additional contract personnel if necessary. After providing verbal authorization, the County will follow-up with an email to the Contractor approving the additional services. The Contractor will ensure they provide direction to the Security Guard(s) at impacted location. The Contractor will proceed diligently to work within the approved service hours.
- 4.2.3** All authorized unscheduled work due to security incident must commence as specified by DPSS Security Coordinator or Facility Proprietor. On the 10th calendar day of each month, the DPSS Security Coordinator will submit a list of all authorized unscheduled work to the CCA.
- 4.2.4** The County reserves the right to perform unscheduled work due to security incidents using County staff and/or to assign the work to another contractor.

4.3 Security Guard and Armed Security Guard Supervisor Overtime

- 4.3.1** The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act regarding payment of overtime, consistent with Contract, Subsection 8.19, Fair Labor Standards.

As specified in Exhibit A-1, SOW Attachment 5, Performance Requirement Summary, the County may impose liquidated damages against Contractor for failure by Contractor to observe this requirement. The County may report Contractor's non-compliance with the California Labor Code to the California Labor Commissioner.

- 4.3.2** Contractor must monitor and ensure that each of its Security Guards and Security Guard Supervisor work no more than 36 hours per week of overtime on any County assignment. The County will only pay for the overtime specified in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. The Contractor will be compensated at the overtime rate of one and a half (1.5) times the hourly labor rate only for those overtime hours that are required by County and considered by County to be overtime on a County assignment at a Location under the Contract as set forth in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. While processing invoices, the CCA will have the authority to deny overtime that is not specified in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone or not previously authorized in writing by the DPSS Security Coordinator or Facility Proprietor. Overtime that is not specified in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone and/or not approved by the County will be paid at the straight time rate by County.
- 4.3.3** Contractor will pay Security Guards and Security Guard Supervisor (other than those with an alternate work schedule) who have worked in excess of eight hours per day, at the compensation rate of one and a half times their hourly labor rate for such work in excess of eight hours per calendar day, or as required by law. The County will only pay for the overtime specified in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone of the Contract. Payment for any unapproved overtime will be the Contractor's responsibility.
- 4.3.4** The County may impose an assessment of one hundred dollars (\$100) per occurrence against the Contractor for failure to observe the requirements as specified in paragraphs 4.3.1 and 4.3.2 above and in Exhibit A-1, SOW Attachment 5, Performance Requirements Summary.
- 4.3.5** The County will not pay overtime for any Security Guard or Security Guard Supervisor who has worked a full shift at another Post and is brought in to cover an open post, such as unplanned absences, departures, or any other reason.

4.4 Services in Emergency Situations

In the event of an "emergency situation," Contractor must continue to provide services under the Contract. Notifications for "emergency situations" must be the same as stated in paragraph 4.2.1 of this SOW. An "emergency situation" includes, but is not limited to, fire, flood, earthquake, civil disturbance, pandemic, epidemic, and other natural or manmade disasters. DPSS Security Coordinator or Facility Proprietor will determine if a particular situation constitutes an "emergency situation" as specified in this Subsection 4.4, Services in Emergency Situations and will determine the extent to which services will be provided. The Contractor must provide adequate staffing to ensure continued services to the extent determined by the County and the Security Guard services, must be provided at the current Security Guard rate. Overtime rates will not apply to expedited, additional, 24/7, immediate, overnight, all night, or emergency security services, unless the guard works more than 8 (eight) hours per day according to the County staffing plan.

4.4.1 Continuity of Operational Planning and Disaster Preparedness Plan

4.4.1.1 The Contractor must prepare and maintain a continuously-updated Continuity of Operational Planning and Disaster Preparedness Plan (COOP) in accordance with Subsection 6.7, Contractor Continuity of Operational Planning and Disaster Preparedness Plan – Emergency Response of this SOW.

4.4.1.2 The COOP, which is subject to approval or rejection by the County, will be submitted to the CCA with a copy to the Office of Emergency Management by the contract start date, with revisions submitted as changes occur. Final approval of the COOP will be provided in writing by the DPSS Senior Disaster Services Analyst. Revisions may be requested at any time by the DPSS Senior Disaster Service Analyst and will be due within ten (10) business days of the request.

4.5 Holidays

4.5.1 The CCA will provide a list of the County observed holidays within thirty (30) calendar days of the Contract start date, and annually thereafter, at the beginning of each calendar year. The Contractor may also obtain a list of County observed holidays at:

<https://lacounty.gov/government/about-la-county/about/>

4.5.2 Contractor must provide the CCA with a list of

Contractor-recognized holidays for the calendar year within thirty (30) calendar days of the contract start date and thereafter, at the beginning of each calendar year.

- 4.5.3** When twenty-four (24) hour/seven (7) day a week coverage is required at specified Locations, Contractor will be required to provide services on County-recognized holidays.
- 4.5.4** Contractor will be paid by County at the overtime rate of one and a half (1.5) times the hourly labor rate for Security Guard and Security Guard Supervisor hours required on dates that are recognized by both County and Contractor as holidays, provided the Contractor pays the overtime rate of one and a half (1.5) times the hourly labor rate to Security Guards and Security Guard Supervisor.

5.0 COUNTY'S RESPONSIBILITIES

5.1 Materials

The County will provide Exhibit N, Civil Rights Complaint – Contractor Form and Flowchart, Complaint of Discriminatory Treatment Form, Complaint of Discriminatory Treatment, California Department of Social Services Complaint of Discrimination, and Civil Rights Complaint Flowchart Process for Contractors, for use by participants in reporting civil rights complaints.

5.2 County-Furnished Items

- 5.2.1** At the County's sole discretion, County may furnish non-exclusive office or other space at County facilities where Contractor services are being provided for use by Contractor. The County will repair and/or replace County provided furniture and equipment due to normal wear and tear. At the sole discretion of the County, County may provide a desk with a lockable drawer and key to keep site specific security related documents such as general post orders, current site-specific post orders, emergency phone numbers, etc. The lockable drawer must not be used to store firearms, or ammunition. County may inspect, demand return of, and otherwise have a right to enter and search such property at any time during the term of the Contract, in accordance with existing County policies and practices.
- 5.2.2** Upon termination of the Contract, all County-furnished equipment must be returned immediately to County in good operating condition, less reasonable wear and tear.
- 5.2.3** Contractor personnel must 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. Keys are not to be duplicated or removed from site. County will issue a keycard to each Security Guard and Security Guard Supervisor assigned to a specific site. Keycards must be surrendered immediately to Facility Proprietor upon Security Guard and Security Guard Supervisor reassignment or termination. Contractor must submit a police report for all lost or stolen keycards.

5.2.4 Contractor Contract Manager must report any improperly working or defective County-furnished equipment to DPSS Security Coordinator, Facility Proprietor and/or administrator at the location through a written memorandum within twenty-four (24) hours of Contractor's knowledge of the problem or defect.

5.2.5 The following is a list of County forms, logs, and reports that are applicable to the requirements for implementation of this SOW that will be provided to the Contractor, by the County, prior to commencement of work under the Contract.

5.2.5.1 Post Orders: County form

a. General Post Orders:

Post Orders are proprietary documents created, issued, and maintained by the County. General Post Orders apply to all Locations. Site Specific Post Orders are unique to the requirements of the Location or the Post to which they apply. Contractor must thoroughly adhere to both General Post Orders and Site-Specific Post Orders. The General Post orders will also include protocols, responsibilities, guidelines, duties, tasks, and generic details associated with these security services. Within ten (10) days of the effective date of this Contract, the County will work with the Contractor to develop the General Post Order. Subsequently, the Contractor will provide a signed final General Post Order to the County within thirty (30) days.

b. Site Specific Post Orders:

Site Specific Post Orders are proprietary documents created, issued, and maintained by DPSS to meet site-specific security needs. These documents will be modified as needed in

collaboration with Facility Proprietor and Contractor. Site-Specific Post Orders are unique to the requirements of the Location or the Post to which they apply and are to be followed by the Contractor, completely, at all times. Thirty (30) days prior to the commencement of the contract, the County will provide draft Site-Specific Post Orders.

In the event that additional services and duties are required to be performed by the Contractor, the County will verbally communicate with the Contractor and follow up with written confirmation, and if necessary, revised Post Orders.

5.2.5.2 Contractor's Incident Report (IR): Contractor Form

Incident Report (IR) is a form that is developed by and used by Contractor to report significant security incidents. Security Guard or Security Guard Supervisor must immediately report, using a Contractor's IR, significant security incidents, including, but not limited to, incidents involving: any use of force, detention of an individual pursuant to arrest, any incident requiring law enforcement or emergency response or backup, building or area evacuations, or bomb threat, within forty-eight (48) hours to the District Director or Facility Proprietor. Security Guard or Security Guard Supervisor will work in conjunction with the District Director or Facility Proprietor to ensure that the County's SIR is completed accurately.

5.2.5.3 Living Wage Compliance Documents:

- Contract, Exhibit H – Payroll Statement of Compliance
- SOW Attachment 7 – Living Wage Staffing Plan

5.3 County Provided Training

- 5.3.1** The County may provide training in accordance with Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline; Subsection 2.0, County Provided Training –Background, and Subsection 2.1, Contractor and/or County Provided – Annual and/or Continuing Education Training. County may provide training to Security Guards and Security Guard Supervisor performing services at specific County Locations. Training may include, but will not be limited to, initial, annual, continuing education, and

specialized County-provided training conducted by County personnel, and/or other compliance or regulatory bodies, and/or policies of the specific assignment, Location, and/or Post where security services are being provided.

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

5.4 Court Appearances and/or County Investigations

Security Guards and Security Guard Supervisors may be required to appear in court or make statements to investigators regarding job-related incidents. In the event that a Security Guard or Security Guard Supervisor is called upon as a witness for a job-related incident, arising out of this Contract, the County will reimburse the Contractor as set forth in Contract, paragraph 5.5.10, Payment for Court Appearances and/or County Investigations of the Contract for the court appearance or investigation interview, based on review and approval by the CCA.

6.0 CONTRACTOR'S RESPONSIBILITIES

6.1 Purpose

- 6.1.1** The Contractor must provide Security Guards and Security Guard Supervisors who are qualified and experienced professionals that are background cleared, trained, uniformed, equipped, and courteous. Security Guards and Security Guard Supervisors staffing must be provided as set forth in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. Duties include, but are not limited to the following:

- 6.1.1.1** Screen County employees, clients, visitors and/or other members of the public at designated entrances;
- 6.1.1.2** Ensure visiting County employees present their County issued identification prior to being admitted to a Location, or a restricted area within a Location;

- 6.1.1.3** Provide a highly visible uniformed presence to act as a deterrent to crime;
- 6.1.1.4** Physically intervene to prevent injurious acts to persons and property;
- 6.1.1.5** Safeguard County property against fire, theft, vandalism, and illegal entry;
- 6.1.1.6** Prevent entry of firearms, weapons, and contraband;
- 6.1.1.7** Provide information and assistance to the public as needed;
- 6.1.1.8** Ensure safety and security are monitored twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year, if applicable;
- 6.1.1.9** Routinely patrol through the office lobby, stairwells, hallways, employee work areas, and parking structures;
- 6.1.1.10** Communicate with local law enforcement as deemed necessary when unlawful activity is occurring.
- 6.1.1.11** Monitor clients, visitors and county property through closed circuit television (CCTV) system;
- 6.1.1.12** Respond to requests from a Facility Proprietor related to the security needs of the Location; and
- 6.1.1.13** Provide written facility security assessments and recommendations as it pertains to security and safety at no cost to the County. Once a year as requested by the County, Contractor must conduct a facility security assessment at requested sites at which Contractor provides security services, at no additional cost to the County. In addition, contractor will also provide facility security assessments of any site the County anticipates acquiring for County operations at no additional cost to the County. The facility security assessment will include an in-person on-site assessment by the Contractor, and a written report noting the site's current security detail, and practical security recommendations that will enhance the site's overall security detail with the objective to ensure a safe work area for personnel, visitors and property.

The assessment and written report must focus on, but will not be limited to, the following topics and provide information and details that explain weaknesses and provide recommendations on where improvements are needed:

- a. Background/details about the facility;
- b. Summary of assigned security personnel and security features;
- c. Security Breach Points and weaknesses in the sites security detail. Preliminary discussions among security stakeholders (DPSS Security Coordinator, Facility Proprietor, Security Analyst, Contractor Project Manager);
- d. Employee safety tips/best practices;
- e. Security enhancement recommendations such as additional security personnel and additional security features;
- f. Review of County IRs;
- g. Other notable observations and recommendations; and
- h. Upon the County's request, Contractor will also provide Incident Specific Facility Security Assessments that are focused on a specific Security Incident, or specific security concern. These assessments and its corresponding assessment report will follow the same requirements of a facility security assessment. Facility Security Assessment reports will be due 45 (forty-five) days after the site assessment is conducted, and the incident specific facility security assessment report will be due 15 days after the site assessment is conducted. Facility security assessments, incident specific facility security assessments and the corresponding reports will be conducted and authored by Contractor's staff that have, at a minimum, of 4 years' experience conducting security assessments and providing written recommendations. A maximum of two years of assessment experience can be substituted by

one year of peace officer experience with a U.S. law enforcement agency.

6.1.2 Contractor Project Manager

The Contractor must provide background-cleared, trained, professional and courteous Contractor Project Manager, to supervise staff listed in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone and SOW Attachment 7, Living Wage Staffing Plan. This position is not and must not be directly billed by Contractor to County. Duties include, but are not limited to, the following:

- 6.1.2.1** Perform supervision and administrative duties for Contractor, such as timekeeping, personnel and payroll support, either dedicated to a particular Location, or with hours distributed to a particular Location and its satellite Locations; and
- 6.1.2.2** Interface with DPSS Security Coordinator, CCA, District Director, and DPSS Facility Proprietors.
- 6.1.2.3** Provide a Security Officer Rotation Chart similar to SOW Attachment 8, within five (5) business days after the commencement of the contract and within five (5) business days of when changes occur.

6.1.3 Lead Supervisors

Contractor must provide background-cleared, trained, professional and courteous Lead Supervisors, to supervise staff listed in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone and SOW Attachment 7, Living Wage Staffing Plan. This position is not and must not be directly billed by Contractor to County. Duties include, but are not limited to, the following:

- 6.1.3.1** Interface and coordinate with DPSS Security Analyst, District Director, and DPSS Facility Proprietor.
- 6.1.3.2** Assists in the development of short-term and long-term security strategies that align with DPSS's security objectives, and in the development and implementation of a comprehensive incident response plan.
- 6.1.3.3** Conducts post-incident analyses and assessments to improve security measures.

6.1.3.4 Ensures that Security Guard Supervisors adhere to the established post orders, security standards, and regulations.

6.1.3.5 Oversee the Security Guard Supervisor's day-to-day operations and ensures open posts are covered.

6.1.3.6 Updates timesheets and monthly invoicing.

6.1.4 Contractor's Contract Manager

The Contractor must provide background-cleared, trained, professional and courteous Contractor's Contract Manager and Contractor's Contract Manager back-up to administer the Contract operations. This position is not and must not be directly billed by Contractor to County.

6.1.4.1 The County must have access to the Contract Manager and administrative support during all hours, 365 days per year. The Contractor must provide a telephone number where the Contract Manager and administrative support may be reached on a regular basis twenty-four hours per day, seven days a week, including holidays.

6.1.4.2 The Contractor's Contract Manager or back-up will act as a central point of contact with the County.

6.1.4.3 The Contractor's Contract Manager or back-up will have full authority to act for Contractor on all matters relating to the daily operation of the Contract. The Contract Manager/alternate must be able to effectively communicate, in English, both orally and in writing.

6.2 General Requirements

6.2.1 The Contractor will provide, at Contractor's expense, all working materials/documents necessary to perform the services required hereunder, including but not limited to: 1) documents, 2) log sheets, and 3) stationary, as set forth in Subsection 8.11, Daily/Weekly Reporting Documents of this SOW.

6.2.2 The Contractor-owned equipment and related accessories which are used by Security Guards and Security Guard Supervisors to provide services under the Contract must be kept clean at all times and must be maintained according to manufacturer standards. The

County may from time to time inspect such items to ensure they are in proper working order.

6.3 Personnel

6.3.1 The Contractor must have the flexibility and capability to provide varying numbers of Security Guards and Security Guard Supervisors to Locations in the Zone as specified in Section 1.0, Scope of Work, Subsection 1.2 of this SOW and Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. In the event of emergencies or unforeseen circumstances, Contractor must have the flexibility and capability to provide additional Security Guard service coverage for additional County sites.

6.3.2 Background Investigations

6.3.2.1 All Security Guards and Security Guard Supervisors providing services under the Contract, and any Contractor employee designated as Contractor Project Manager, Lead Supervisor, and Contractor Contract Manager, will be required to undergo and pass a background investigation, to the satisfaction of County, as a condition of beginning and continuing to work under the Contract and as a condition for promotion to a supervisory position under the Contract, as described in Subsection 7.7, Background and Security Investigations of the Contract.

6.3.2.2 Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information and as further described in paragraph 6.3.2, Background Investigations of this SOW. The fees associated with obtaining the background information will be at the expense of the Contractor, regardless if the member of the Contractor's staff passes or fails the background clearance investigation.

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

- 1) Felony conviction;
- 2) Conviction for a sex offense;

- 3) Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge;
- 4) Conduct that would preclude the employee from receiving a bond;
- 5) Any conviction of drunk or reckless driving within the last three (3) years;
- 6) Any pattern of irresponsible behavior including, but not limited to, unsatisfactory driving or employment records; or
- 7) Any pattern of recent or habitual illegal drug use.

6.3.3 Administrative File

The Contractor must maintain an Administrative File for each employee scheduled for a background investigation and prior to the start of Contract. The Administrative File must contain copies of the following:

6.3.3.1 Statement on Workplace Equality Acknowledgement of Receipt

The Contractor must include the Statement on Workplace Equality and Acknowledgement of Receipt, signed by the employee scheduled for background investigation. See Exhibit A-1, SOW Attachment 4.

6.3.3.2 Contractor Employment Application

The Contractor must include a copy of a completed employment application on each prospective Security Guard, Security Guard Supervisor, Lead Supervisor, Contractor Contract Manager, and Contractor Project Manager at the time the candidate is referred for background investigation. The application must, as applicable and appropriate, include the following:

a) Employment History

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

b) Military Service

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

c) Driving Record

Current printout of the candidate's Department of Motor Vehicle Record at the time of the candidate's interview with Contractor and annually thereafter.

d) Guard Registration Card

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

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

Current and unexpired 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.

f) First Aid Certification for Adult, Child and Infant

Current and unexpired First Aid Certification, issued by American Red Cross, American Heart Association, or equivalent provider (8 hours).

g) Baton Permit Issued by Bureau of Security & Investigative Services (BSIS)

Current and unexpired baton permit issued by BSIS.

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

Peace Officer Standards and Training (POST)

certification in baton, according to paragraph 8.8.2.2(f) of this SOW. All licensees/registrants holding a baton permit may carry any type of baton on the job, as long as he or she is proficient in the use of the specific type of baton.

- i) California Firearm Qualification Card (Armed Security Guards and Security Guard Supervisors only)

Current and unexpired California Firearm Qualification Card.

- j) California Firearm Permit (Armed Security Guards and Security Guard Supervisors only)

Current and unexpired California Firearm Permit.

- k) BSIS Certified Course in Firearms Training (8 hours)

Current and unexpired BSIS Certified Course in Firearms Training.

- l) Pepper Spray/Pepper Gel Permit

Current and unexpired permit to carry ten percent (10%) solution of oleoresin capsicum (pepper spray or pepper gel).

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

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

- n) High School diploma, G.E.D., or equivalent

High School or G.E.D. diploma or equivalent. An equivalent High School or G.E.D. certification obtained from another country will be acceptable. If an employee is unable to provide a High School, G.E.D, or international equivalent, the Contractor must submit a written acknowledgment to County Project Manager explaining the reason for the unavailable required document.

6.3.3.3 Preliminary and Annual Physicals /Examination/ Testing/ Proof of Vaccination

Based on the regulatory compliance requirements Cal/OSHA standard set forth at 8 CCR § 5199, and Title 22 of California Code of Regulations, the County has established and maintains policies related to initial and annual health examinations, testing, and proof of vaccination of all individuals working in all Locations.

- a) The Contractor must provide the initial physical examination and testing, and provide proof of vaccination as specified below, for all Security Guards, and Security Guard Supervisors including any employee designated as Contractor Project Manager, Lead Supervisor, and Contractor Contract Manager assigned to provide services under the Contract at the time the Administrative file is submitted for County review and annually thereafter. The Contractor must maintain the administrative file with the above information.
- b) Initial physical examination must include, but will not be limited to, the following: Tuberculosis (TB) Screening (skin test with chest x-ray follow-up test for positive skin test), proof of vaccination for: Measles, Mumps, Rubella (MMR) and varicella (chickenpox). Proof of vaccination or declination form signed by candidate for Hepatitis B vaccine. In addition, tetanus, diphtheria, acellular pertussis (Tdap), vision, and H1N1 vaccination, vision, and other tests are optional but may be required by County during the term of the Contract. Seasonal influenza vaccination (one dose for current season each year) may be declined; however, persons who decline the vaccination will be required to wear a mask during the influenza season.
- c) Security Guards, Security Guard Supervisors, Lead Supervisors, Contractor Project Managers, and Contractor Contract Manager will undergo annual physical examinations, which will minimally include TB screening. Results of these examinations must be maintained in Contractor's employee files (and/or onsite if required by the Location).
- d) Security Guards and Security Guard Supervisors

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

6.3.4 Experience Requirements

Contractor must provide personnel who meet the following experience requirements:

6.3.4.1 Contractor Project Manager

Contractor Project Manager must have a minimum of three (3) years of experience within the last five (5) years providing security project management services, equivalent or substantially similar to those required in the Contract.

6.3.4.2 Lead Supervisors

Lead Supervisors must have two (2) years' experience within the last three (3) years providing supervision and administrative duties for Contractor, the same or similar to those required in this Contract, such as timekeeping, personnel and payroll support, and interfacing with DPSS and County Facility Proprietor.

6.3.4.3 Contractor Contract Manager

Contractor Contract Manager must have at least one (1) assigned full-time Contractor Contract Manager, with a minimum of three (3) years' experience within the last five (5) years providing contract management services equivalent or substantially similar to those required in this Contract.

The Contractor Contract Manager is designated by the Contractor to administer the Contract operations after the Contract award and who must adhere to the standards set forth in Contract, Subsection 7.4.

6.3.4.4 Armed PSO Supervisors

PSO Supervisors must have a minimum of two (2) years paid armed security experience within the last

five (5) years.

6.3.4.5 Armed Protection Security Officer

Protection Security Officers must have two (2) year paid armed security experience within the last five (5) years or training experience provided by the Contractor.

6.3.4.6 Armed Security Guards

Security Guards must have one (1) year paid armed security experience within the last five (5) years or training experience provided by the Contractor.

6.3.4.7 Military Service

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

6.3.5 Bilingual Staffing Plan

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

6.3.6 Annual Performance Evaluations

The Contractor must conduct annual performance evaluations for Security Guards, Security Guard Supervisors, Lead Supervisors, Contractor Project Managers. A copy of the employee's performance evaluation must be included in each employee's Administrative File.

6.4 Contractor-Furnished Items

All Contractor-furnished items in Subsection 6.4 of this SOW must be provided by the Contractor at Contractor expense and at no cost to Contractor employees or to the County.

6.4.1 Uniforms/Identification Badges

6.4.1.1 The Contractor must provide all employees performing services under the Contract with a complete DPSS-approved uniform as specified in 6.4.1.3 below and

ensure that all on-duty Security Guards and Security Guard Supervisors wear said uniforms while performing services under this Contract. Uniforms must be tailored for the particular employee. Uniforms must be the same for all assigned Security Guards and Security Guard Supervisors, unless an exception is required or approved by the DPSS Security Coordinator.

6.4.1.2 The Contractor must obtain written approval for uniform(s) and other related attire from CCA no more than ten (10) calendar days prior to commencing work under the Contract.

6.4.1.3 Uniforms must consist of the following items, unless an exception is required or approved in writing by DPSS:

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

- m) Photo Identification Badge, with name, to be in the immediate possession of employee, and not visibly displayed while on duty.
- n) Personal Protective Equipment (PPE) (as requested and approved by County), which includes but is not limited to: cloth face coverings, surgical masks; goggles or face shields; and other PPE required by public health orders.

6.4.1.4 Security Guard and Security Guard Supervisor uniforms must always be clean and neatly pressed.

6.4.1.5 The Contractor must provide all employees providing services under the Contract with a photo identification card, listed in paragraph 6.4.1.3 (m) above, as noted in Subsection 7.6, Contractor's Staff Identification of the Contract. Contractor identification card must be approved by the County and contain a graphic of the appropriate badge, Contractor name, and the following minimum identifying information and specifications:

1. Recent photograph of the employee (within last five (5) years);
2. Full name of employee, employee number, and title;
3. Card should note: Los Angeles County DPSS Contracted Employee;
4. Signature of employee and approving authority;
5. Height, eye color, and hair color of the employee;
6. The card should be numbered by the issuing employer;
7. The card may contain medical information (e.g. blood type) if that information is supported by competent medical documentation;
8. The card should be approximately 3 ½ inches wide by 2 ½ inches high;
9. The card should indicate the date issued and any expiration date established by the issuing

employer; and

10. The completed card must be laminated securely both front and back.

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

6.4.1.7 Contractor must notify County within one (1) business day when staff is terminated from providing services under this Contract. The Contractor must retrieve the Contractor photo identification card within one business day of the employee's termination or County has revoked clearance. The photo identification badge will be voided and archived in the Administrative File of the terminated employee, if applicable, of this SOW.

6.4.2 Security Guard Equipment/Accessories

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

- a) Current California Guard Registration Card;
- b) Sam/Sally Browne (gun belt);
- c) One (1) Handcuff case;
- d) One (1) set Handcuffs plus key;
- e) Four (4) keepers;
- f) One (1) Key Snap;
- g) One (1) heavy-duty 3-cell flashlight approved by County, or approved alternate, with batteries;
- h) One (1) radio holder/pouch;
- i) Badge, to be worn on the upper left breast of the

uniform;

- j) Side Handle Baton with Baton Ring or Collapsible Side Handle Baton with Baton Ring. Handler, 12", or the ASP (24" or 26") expandable straight stick;
- k) Valid and current permit for Baton; and
- l) Pepper spray or pepper gel (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in holster).
- m) Naloxone/Narcan Spray (or County approved equivalent)

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

6.4.2.3 Security Guards must be equipped with all items listed in paragraph 6.4.2, Security Guard Equipment/Accessories of this SOW, and the following items:

- a) Valid and current firearms permit indicating the specific firearm issued;
- b) Contractor will provide Security Guards one firearm that must be from the following authorized firearms list, and a personal firearm is prohibited without prior written approval from DPSS Security Coordinator:
 - i. 9 mm, semi-automatic authorized firearms:
 - 1. Beretta: models 92F, 92G, Compact models, M9, M9A1, 92G-SD; must be traditional double/single action (DA/SA) with de-cocking lever on the slide and external hammer.
 - 2. Glock: models 17, 17L, 19, 19X, 21, 21sf, 34, 41, 45, 47, and 48. Glock MOS versions are authorized.
 - 3. Smith and Wesson: models M&P 9, M&P 9 M2.0, M&P 9 M2.0 Compact (Performance Models or Pro models are not authorized).
 - ii. .45 caliber, semi-automatic authorized firearms:

1. Beretta: models Cougar 8045F and 8045G.
2. Glock: models 17, 17L, 19, 19X, 21, 21sf, 34, 41, 45, 47, and 48. Glock MOS versions are authorized.
3. Heckler and Koch (DA/SA): models USP45 and HK45, including compact models (The press button de-cocker is prohibited).
4. Smith and Wesson: models M&P45, M&P45 M2.0, M&P45c M2.0 Compact (Models 645, 4506, 4566, and 457 are also approved).

- c) Firearm holster.
- d) Ammunition pouch and speedy loaders.
- e) 9mm or .45 caliber ammunition.
- f) Jacketed hollow point bullets in accordance with the following:
 - i. Must be factory loaded.
 - ii. A minimum of 12 additional rounds must be carried for the handgun.
 - iii. The ammunition is to be replaced annually.
 - iv. Must be approved by the County.

6.4.2.4 The Contractor will be responsible for the maintenance of all Contractor-furnished Security Guard firearms and equipment/ accessories.

6.4.3 Materials and Equipment

All materials and equipment must be provided by the Contractor, at Contractor expense and at no cost to Contractor employee or to the County. The purchase and maintenance of all materials/equipment to provide the required services is the responsibility of Contractor. Contractor must ensure all materials and equipment are available and that equipment is clean, well maintained, in good operating condition, neat and professional in appearance, meets manufacturer standards, is safe for the environment, and is safe for use by the employee.

6.4.3.1 Radios

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

6.4.3.1.1 The Contractor must ensure all radios are programmed, available, and that the radio system is operational prior to commencing work under the Contract. The Contractor must also ensure that the radio system is able to operate efficiently and effectively throughout the Location, building, and grounds without interruption and follows all Federal Communication Commission (FCC) regulations.

6.4.3.1.2 The Contractor must provide one (1) hand-held radio for each Contractor personnel, designated DPSS personnel, and two or more facility administration personnel, as required.

6.4.3.1.3 The Contractor must provide a sufficient number of batteries to provide a fully charged battery and a fully-operational radio for each Security Guard and each Security Guard Supervisor on each shift.

6.4.3.1.4 The Contractor must provide one (1) desktop radio (dependent on Location and/or Zone) for DPSS personnel as required by County.

6.4.3.1.5 The Contractor must provide two (2) hand-held radios for the designated County personnel as required by the County.

6.4.3.1.6 The Contractor must provide regular maintenance, repair and/or replacement of radio equipment as needed at no cost to the County.

6.4.3.2 Electronic Post Confirmation System

The Contractor must utilize a check-in/check-out Electronic Post Confirmation System, in addition to actual hard copy sign-in/sign-out sheets, for Security

Guard(s) and Security Guard Supervisor(s) assigned to work at all Locations. The Electronic Post Confirmation System must have the ability to generate a real time report that shows check in/out times, foot patrol as directed by site specific post orders, open posts, and hours worked. The report will be used to generate monthly invoices to be submitted to the County along with hard copy sign-in/sign-out sheets. The Contractor must provide and maintain such Electronic Post Confirmation System at no cost to the County. The Electronic Post Confirmation System must provide real time open post notices to County and to Facility Proprietor when requested by the County. The Electronic Post Confirmation System will also include a Security Guard scanning system to monitor and adjust the path, start and end times, duration, and location of patrols. Foot Patrol Reports Report will be provided to the County, on a monthly basis or when requested by the County.

6.4.4 Vehicles

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

- 6.4.4.1** The Contractor must provide vehicles for Contractor's relief personnel and Security Guard Supervisors to enable them to provide relief, make their rounds of inspections, conduct random site visits, and fulfill relief and supervisory responsibilities at the different Locations.
- 6.4.4.2** Where vehicle patrols are required, Contractor must provide vehicles to Security Guard personnel to use vehicles to perform their assigned duties.
- 6.4.4.3** Contractor vehicles must be clearly identified and must be well maintained and kept clean at all times.
- 6.4.4.4** Contractor provided vehicles must be as follows:
 - a) Less than five (5) years old;
 - b) In good condition/repair with no visible damages;
 - c) Properly marked with company name and logo;

- d) Suitable for parking lot patrol;
- e) Must have yellow light bar affixed to roof;
- f) Must have the following items:
 - 1) First aid kit;
 - 2) 5 lb. ABC type fire extinguisher;
 - 3) Hand-held or vehicle spotlight;
 - 4) Traffic cones;
 - 5) Flares; and
 - 6) Yellow scene management (banner guard type) tape.
- g) Tires shall be in good condition at all times.

6.4.4.5 The Contractor must maintain and provide, upon request by County, a current vehicle list, including description, license plate numbers, and vehicle identification numbers of all Contractor owned vehicles used by Security Guards and Security Guard Supervisors providing services under the Contract. All vehicles must be in safe operating condition in compliance with all California Vehicle Code regulations.

6.4.4.6 County may conduct periodic inspections of all Contractor vehicles used to provide services under the Contract. Contractor must not park Contractor owned vehicles at any County site overnight or when vehicles are not used to conduct inspections or vehicle patrols, unless approved by County. Contractor-owned vehicles must be parked overnight at Contractor provided parking facilities.

6.4.4.7 Parking Fees

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

6.5 Security Guard and Security Guard Supervisor Training Requirements

6.5.1 A detailed outline of all required training is provided in the Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline of this SOW (also referenced in this Subsection 6.5 of this SOW). Any required certifications must be validated and documented on employee training records, as specified in Subsection 8.8, Security Guard and Security Guard Supervisor Training Program Reports of this SOW.

6.5.1.1 Except as otherwise specified in this Exhibit A, SOW, Subsection 6.5, and Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline of this SOW, Contractor must be responsible for the training of its Security Guards and Security Guard Supervisor and must bear all such expenses.

6.5.1.2 Within ten (10) business days of the effective date of this Contract, quarterly, and upon County request, the Contractor must submit to the CCA, a report of the training courses completed by Security Guards and Security Guard Supervisors performing services under the Contract. This report must include a roster of Security Guards and Security Guard Supervisors and each training course attended, as well as a schedule of ongoing training and future training requirements for employees as specified in Exhibit A, SOW, Section 8.0, Reporting Requirements.

6.5.1.3 Training of Security Guards and Security Guard Supervisors for weapon screen/magnetometer must be provided by the Contractor, as required, on County property.

6.5.2 Training

6.5.2.1 The Contractor must ensure the provision of required training for all Security Guards and Security Guard Supervisors as required by Sections 7581, 7583.6, and 7583.7 of the California Business and Professions Code, pursuant to the requirements of the California Department of Consumer Affairs (DCA) BSIS, the needs of DPSS, and any specific requirements of the assignment, including onsite, specialized, annual and/or continuing education Contractor-provided

and/or County-provided training, as specified in Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline of this SOW.

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

6.5.2.2 Contractor must ensure that Security Guards and Security Guard Supervisors are trained to actively assist law enforcement agents, in active situations.

6.5.2.3 Within thirty (30) calendar days of commencement of the Contract, the Contractor must provide DPSS Security Coordinator with a copy to CCA clear steps and thresholds that Security Guards will use as a guide when:

- (1) Escalating their intervention to a physical intervention;
- (2) Providing a highly visible uniformed presence as a deterrent to crime;
- (3) Knowing the content and Location of Post Orders;
- (4) Understanding their role and responsibilities at the specific Location;
- (5) Maintaining a professional and courteous demeanor to County clients, employees, and other Security Guards and Security Guard Supervisors; and
- (6) Reminding the public of courteous behavior, as outlined on the Code of Conduct to be provided in the future. (see SOW Attachment 9)

6.5.2.4 The Contractor must work closely with DPSS during the term of the Contract to ensure the Contractor training plan, as required in Subsection 6.5, Security

Guard and Security Guard Supervisor Training Requirements of this SOW, meets or exceeds training requirements set forth herein.

6.5.2.5 For each course, or series of courses, the institution or company providing the training must issue a certificate of completion to the Security Guard or Security Guard Supervisor. It is the responsibility of Contractor to ensure certificates of completion are maintained in the Training File of each Security Guard and Security Guard Supervisor, as required in paragraph 8.8.2, Security Guard and Security Guard Supervisor Training Records of this SOW.

6.5.2.6 Training Course Requirements

Training requirements are set forth in Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline of this SOW. Training required under the Contract includes, but is not limited to:

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

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

and protective equipment by the Contractor according to OSHA standards.

6.5.4 Firearms Training

The Contractor must ensure that all firearms training is in compliance with the California Firearms Training Standards prescribed by DCA and BSIS. Firearms training is required for all Security Guards and Security Guard Supervisor.

6.5.5 Firearms Qualifications

The Contractor must require all Security Guard classifications and Security Guard Supervisor classifications to qualify with their weapon twice annually, once during the first six (6) months of the calendar year and once during the second six (6) months of the calendar year according to BSIS regulations. Firearms qualification slips must be filed with Contractor, maintained in the Training File, and be available for audit by County personnel, upon request.

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

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

6.5.6.2 The Contractor must provide a training certificate which certifies that Security Guard and Security Guard Supervisor are competent in equipment use, as set forth Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline of this SOW, under Section Three: Elective Courses Required to be Provided Onsite by Contractor on Guard's First Workday.

6.5.7 Quarterly Customer Service Training

6.5.7.1 Every three (3) months, the Contractor must provide one (1) hour of Customer Service Training instruction to all assigned Security Guard and Security Guard Supervisor personnel, and verification must be provided to the CCA upon request.

6.5.7.2 Quarterly Customer Service Training must include

topics set forth in Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline of this SOW under Section Two: Mandatory and Elective Courses Required to be maintained in Administrative File, paragraph A, Public Relations - Community and Customer (Mandatory) and topics set forth in Exhibit A-1, SOW Attachment 4, Statement on Workplace Equality and Acknowledgement of Receipt of this SOW.

- 6.5.7.3** Contractor must ensure Security Guard and Security Guard Supervisor personnel continuously exercise courtesy, cultural sensitivity, good manners, and a professional and respectful demeanor. These courses are mandatory in addition to the continuing education courses specified in Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline of this SOW under Section Five: Annual and/or Continuing Education Training.

6.5.8 Narcan Training

Contractor must provide annual training regarding the use of Narcan (or County approved substitute for Narcan). Guards must carry and administer Narcan in emergent situations.

6.5.9 General Post Orders/Post Order/Site Specific Post Order Orientations and Training

The Contractor must conduct General Post Orders/Site Specific Post Orders orientation and training to ensure assigned Security Guards, Security Guard Supervisors, Lead Supervisors, and Contractor Project Managers, are familiar with the Location and understand the Post Orders, including General Post Orders and Site-Specific Post Orders, and understand their responsibilities in the Location. Training to be completed is listed in Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline of this SOW under section Three: Elective Courses Required to be Provided Onsite by Contractor on Guard's First Workday. Eight (8) hours of training is required.

Contractor must conduct site/post-specific orientation and training to ensure assigned Security Guards, Security Guard Supervisors, Lead Supervisors, and Contractor Project Managers are familiar with the Location and understand the General Post Orders and Site-Specific Post Orders and understand their responsibilities in the Location.

6.6 Contractor Office

The Contractor must maintain an office, within the County of Los Angeles, with a telephone in Contractor's name, where Contractor conducts business, to facilitate County contract monitoring. The office must be staffed during the hours of 6:00 a.m. to 6:00 p.m., seven (7) days a week, by at least one (1) employee who can respond to inquiries by and complaints from County which may be received regarding Contractor performance of the Contract. Contractor must provide an after-hours phone number that will be staffed by Contractor staff. The Contractor may be required to maintain an additional "on-site" office at particular Locations, with space provided by County, based on the needs of the Locations.

6.7 Contractor Continuity of Operational Planning (COOP) and Disaster Preparedness Plan - Emergency Response

In compliance with County Chief Executive Office, Emergency Management guidelines, County requires that Contractor submit a COOP and Disaster Preparedness Plan for each Location to the CCA with a copy to the Office of Emergency Management within 30 days of contract start date, with revisions submitted as changes occur. The CCA will collaborate with the DPSS Office of Emergency Management for review and approval.

6.7.1 DPSS is responsible for providing security for many essential County programs and services. Contractor's COOP and Disaster Preparedness Plan is used for service restoration in the event of an emergency. In order to ensure uninterrupted services for essential County programs, Contractor must:

1. Prepare a COOP and Disaster Preparedness Plan for each Location within thirty (30) calendar days of commencement of the Contract. Final approval of the COOP will be provided in writing by the DPSS Senior Disaster Services Analyst. Any additional revisions will be due within ten (10) business days upon DPSS Senior Disaster Service Analyst request.
2. Conduct emergency response drills at a minimum of one (1) time per year, at each Location where services are provided. Emergency drills are to be conducted in cooperation with DPSS personnel and/or local emergency responders and Location administration personnel. Contractor must document and report the results of these emergency response drills to the County. Contractor will provide a report two weeks after each drill detailing the Contractor's involvement.
3. Conduct a tabletop (scenario) COOP and Disaster

Preparedness Plan exercise, for each Location where services are provided, at a minimum of one (1) time per year. The tabletop exercise must ensure that information in the COOP and Disaster Preparedness Plan is complete and accurate, and that Security Guards and Security Guard Supervisor know their responsibilities in an emergency. Results of tabletop (scenario) exercises are to be documented and reported to the County. The report must include, but is not limited to, an overview of the exercise conducted, name and position of participant(s), nature of any deficiencies, a corrective action plan, and the timeframe to correct deficiencies. Contractor must ensure all information included in COOP and Disaster Preparedness Plan is accurate and complete.

4. Update the COOP and Disaster Preparedness Plan, including employee contact information, on an annual and ongoing basis to ensure information contained in COOP and Disaster Preparedness Plan is complete and accurate, and provide an updated Plan to the Contract Administrator and DPSS Senior Disaster Service Analyst. Any additional revisions will be due within ten (10) business days upon DPSS Senior Disaster Service Analyst request. All COOPs and Disaster Preparedness Plans are incorporated herein by this reference.
5. Provide the DPSS Security Coordinator, Office of Emergency Management and DPSS Facility Proprietor with clear details on Security Guards and Security Guard Supervisors role in participating in the County annual emergency drill. Guards will provide support to the onsite administration during an emergency drill and during an actual emergency. Contractor must make sure that County approves the Security Guards and Security Guard Supervisors role; that this requirement is annotated in the General Post Orders; and that Security Guards and Security Guard Supervisors are aware of their role in an emergency.

6.7.2 Failure to comply with the requirements of this Subsection 6.7, Contractor COOP and Disaster Preparedness Plan – Emergency Response may result in a County imposed Liquidated Damages against Contractor and, if non-compliance persists, termination or suspension of Contract, as specified in Exhibit A-1, SOW Attachment 5, Performance Requirements Summary of this SOW.

7.0 CONTRACTOR WORK REQUIREMENTS

7.1 Security Guard and Security Guard Supervisor General Requirements and Qualifications

- 7.1.1** Security Guards and Security Guard Supervisors must possess basic writing skills and computer knowledge for notetaking and completing report forms, the ability to write and speak in English, the ability to work with the public and with County employees in a courteous and respectful manner, and the ability to accept responsibility and work independently.
- 7.1.2** Security Guards and Security Guard Supervisors must have satisfactorily completed California DCA, BSIS, and County training requirements as required in this SOW and otherwise.
- 7.1.3** Security Guards and Security Guard Supervisors must be at least twenty-one (21) years of age to provide services under the Contract.
- 7.1.4** Security Guards and Security Guard Supervisors must have a working knowledge of pertinent California Penal Code sections (i.e., power of arrest and search and seizure).
- 7.1.5** Security Guards and Security Guard Supervisors must keep current and have the proper current certificates and licenses required to perform the services under the Contract, including but not limited to those specified in paragraph 6.3.3, Administrative File of this SOW.
- 7.1.6** Security Guards and Security Guard Supervisors must be in good physical condition and must be able to carry out all work requirements specified in the Contract. This may require, at County's discretion, that Contractor send Security Guards or Security Guard Supervisors for a fitness for duty exam upon County's request, as referenced in subparagraph 6.3.3.3 of this SOW, at Contractors' expense.
- 7.1.7** When starting work at a Location that is new to the Security Guard or Security Guard Supervisor, the Security Guard or Security Guard Supervisor must receive site-specific training, provided by the Contractor, as applicable, prior to beginning work under the Contract, as stated in the Post Orders developed and provided by the DPSS as described in SOW subparagraph 5.2.5.1, Post Orders: County form, and subsection 6.5, Security Guard and Security Guard Supervisor Training Requirements.

- 7.1.8** Security Guards and Security Guard Supervisors must provide additional services, such as building and parking lot security services, as determined by County and as stated in Site-Specific Post Orders provided by DPSS as described in paragraph 5.2.5.1, Post Orders: County form of this SOW.

7.2 General Performance Requirements

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

- 7.2.1** Security Guards and Security Guard Supervisors must not eat, read, or use personal radios, cellular telephones, televisions, any kind of electronic entertainment devices, Compact Disc players, or tape players at their Posts at any time.
- 7.2.2** Security Guards and Security Guard Supervisors must be in full uniform, punctual, remain awake, alert, and attentive during their shifts, without exception in accordance with General Post Orders and/or Site Specific Post Orders.
- 7.2.3** Security Guards and Security Guard Supervisors must report to work in full uniform attire as specified in paragraph 6.4.1, Uniforms/Identification Badges of this SOW with all required equipment/accessories as specified in paragraph 6.4.2, Security Guard Equipment/Accessories and with all materials and equipment as specified in paragraph 6.4.3, Materials and Equipment of this SOW.
- 7.2.4** Security Guards and Security Guard Supervisors must not remove or borrow items owned by County employees. Such items include, but are not limited to, radios, heaters, fans, etc.
- 7.2.5** Contractor is responsible for filling assigned Posts at all times according to the schedule set forth in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone of this SOW. Security Guards and Security Guard Supervisors must not leave their assigned Posts until properly relieved. Contractor will be responsible for payment of relief staff and coverage, including relief that covers lunch and break times. County will not incur additional cost for any relief staff. Relief coverage must be provided by an equivalent or higher-ranking Security Guard as stated in the Minimum Staffing Plan. In the event that Contractor does not provide equivalent or higher-ranking Security Guard as stated in the Minimum Staffing Plan, Contractor will be subject to open post assessment and to open post liquated damages.

- 7.2.6** Security Guards and Security Guard Supervisors must not use any County telephones except for the purpose of making or receiving calls to or from their supervisors, emergency contacts, or County representatives.
- 7.2.7** Security Guards and Security Guard Supervisors must present a professional demeanor at all times. Excessive socializing with the public, County employees, or other Security Guards and Security Guard Supervisors during working hours is prohibited.
- 7.2.8** Security Guards and Security Guard Supervisors must maintain their Post desk in a neat and presentable manner.
- 7.2.9** Security Guards and Security Guard Supervisors must have a good working knowledge of self-defense and lawful public restraint procedures.
- 7.2.10** Security Guards and Security Guard Supervisors must react immediately and take command of security incidents and use sound judgment and discretion in handling unruly members of the public.
- 7.2.11** Security Guards and Security Guard Supervisors, and other Contractor employees must not store firearms or contraband in County Locations. Security Guards and Security Guard Supervisors and other Contractor employees must not bring firearms, other than those approved for their use under the Contract, into County Locations. Security Guards and Security Guard Supervisors and other Contract employees must not bring visitors into County Locations.
- 7.2.12** Security Guards and Security Guard Supervisors must follow all Federal, State and local laws that apply to the provision of security guard services, particularly those dealing with arrest, detaining, licensing, training, and certifications as set forth in California Penal Code sections 830.1 through 854 and with all DPSS rules and regulations.
- 7.2.13** At County's sole discretion, County may request to remove or relocate a Security Guard from an office, post or the contract due to underperformance, excessive absences, tardiness, unprofessional behavior towards DPSS staff or the public, inattentiveness, or any other reason the County deems necessary.

7.3 Security Guard Duties, Restrictions, and Obligations

Security Guards and Security Guard Supervisors must be familiar with the

Location and duties contained herein that included, but are not limited to the following:

- 7.3.1** Sign-in and sign-out each day using both an Electronic Post Confirmation System and a hard copy Security Guard Sign In/Out Sheet, provided by the Contractor and located at each Post. Guards must report to work on time and hold over on assigned duties until relieved. In the event that a Security Guard, Security Guard Supervisor, or Contractor Administrator is not assigned to the site's current Staffing Plan, they must sign-in and out using the County visitor log provided by the Facility Proprietor.
- 7.3.2** Operate and test weapon screening equipment, including x-ray machine and magnetometers, both screen-operated and hand-held, CCTV systems, and panic alarms systems, if required.
- 7.3.3** Cover an assignment at a fixed Post or patrol an area or Location for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to other individuals or to property.
- 7.3.4** Detain individuals for further investigation when circumstances and conditions warrant such action and there is reasonable suspicion and cause to do so. As soon as safely possible, but no later than one (1) hour from the detention, they must report such actions to the Facility Proprietor.
- 7.3.5** Physically intervene in emergency and non-emergency situations, in accordance with all legal restraint requirements, when necessary to prevent injurious acts to persons or property within County property or property used by County staff or when customers are in violation of the Code of Conduct. Security Guards are expected to rely on their presence and verbal commands as a means of preventing a situation from escalating. If these tactics prove to be ineffective, the guards will use physical intervention techniques to control the situation. At the request of on-site administration, the guards may need to escort or remove an unruly individual from County premises if an individual refuses to leave, irrespective of law enforcement's presence. The Contractor may also arrest and/or contact law enforcement when needed based on their evaluation of the situation, as requested by the on-site administration. Contractor guards must conduct searches, as required, for firearms and contraband, and provide details on individuals for investigations, detention, or arrest.
 - 7.3.5.1** Property will not be stored or taken into temporary custody by any Security Guard. All contraband items

will be confiscated for proper disposal by County and/or local law enforcement.

- 7.3.6** Visually screen packages and parcels carried in and out of a Location to secure against theft and prepare written records of contents. Ensure transmittal forms contain authorized signature to accompany materials and items being removed from the Location.
- 7.3.7** Investigate questionable acts or behavior observed or reported on County property, and question witnesses and suspects to ascertain or verify facts, when there is reasonable suspicion and cause to do so.
- 7.3.8** Answer questions and be available to meet the office needs as directed by Administration. Provide Security Guard escort services to and from buildings and vehicles within County property, which includes but may not be limited to County parking lots, County parking structures, lobbies, foyers, and County driveways, as directed by on site Facility Proprietor and as duties permit, to members of the public or County employees.
- 7.3.9** Monitor the security of safe and secure areas within each Location where equipment or items of value are stored as directed in Site-Specific Post Orders.
- 7.3.10** Lock and unlock gates and doors as directed in Site-Specific Post Orders or by District Director or Facility Proprietor during emergency situations.
- 7.3.11** Turn off and/or dim lights, and close window coverings at each Location as directed in Site-Specific Post Orders.
- 7.3.12** Ensure that only authorized personnel are permitted access to closed or restricted Locations or areas and detain unidentified or unauthorized individuals as directed by Site-Specific Post Orders. Visually inspect all persons, including County employees, for proper identification and require such individuals to sign in and sign out of a Location, as required in Site-Specific Post Orders.
- 7.3.13** Raise and lower flags at designated times according to General Post Orders and, Site-Specific Post Orders.
- 7.3.14** Respond to reports of ill or injured visitors, patrons, or employees; render first aid and notify local law enforcement and/or emergency personnel. Report incident to DPSS personnel or Facility Proprietor as soon as practicably feasible and request further assistance if necessary.

- 7.3.15** Relay reports of bomb threats immediately to corresponding law enforcement agency, Facility Proprietor and DPSS personnel and participate in bomb searches organized by corresponding law enforcement agency or other law enforcement agency personnel.
- 7.3.16** Respond to scene of disturbance and/or locally activated fire, burglary, or other alarms, evaluate the situation, and take appropriate action.
- 7.3.17** Monitor panic alarm systems, electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots, as required in General Post Orders and Site-Specific Post Orders.
- 7.3.18** Receive additional training in the use of Contractor-provided radio equipment, including knowledge of all appropriate codes, and ensure that such equipment is properly used, stored and maintained as required by Location. Contractor is required to provide all radios for Security Guards and at least one radio for each Facility Proprietor as specified in paragraph 6.4.3.1, Radios of this SOW.
- 7.3.19** Conduct regular foot and vehicle patrols of Locations, utilizing Contractor-issued motor vehicles, as required in General Post Orders, Site-Specific Post Orders, or as directed by the Facility Proprietor. Conduct vehicle traffic control services when requested by the Facility Proprietor.
- 7.3.20** Security Guards and Security Guard Supervisors must possess knowledge of the following:
 - 7.3.20.1** Working knowledge of assigned Location including Post Orders, security procedures, alarm systems, and electronic devices;
 - 7.3.20.2** Procedures for reporting and/or correcting hazardous conditions. Report safety hazards, malfunctioning equipment, liquid spills, and other such matters to the appropriate DPSS personnel, the Facility Proprietor, and/or emergency agency. Reporting should be done as soon as safely possible, but no later than one (1) hour from the occurrence of the hazardous condition.
- 7.3.21** Monitor parking and issue parking violation notices as directed in General Post Orders, Site-Specific Post Orders, or as directed by the Facility Proprietor. When directed by the Facility Proprietor,

Security Guards must place parking violation warning notices on vehicles that are on County property and are violating parking lot rules and regulations. Parking violation warning notices will be signed by the Facility Proprietor before placed on the vehicle. Parking violation notices will be provided by Contractor at no additional cost to the County. When directed by the Facility Proprietor, Security Guards must call the local towing company to impound abandoned vehicles in county parking lots.

7.3.22 Properly maintain and handle safely all firearms and batons (Armed Security Guards and Armed Security Guard Supervisors only).

7.3.22.1 Security Guards must not store any firearms, firearm accessory, baton, ammunition, or Sam/Sally Browne belt at any Location where services under the Contract are being provided.

7.3.22.2 Security Guards must not remove firearms, batons, Sam/Sally Browne belts from their persons or leave such items unattended at any Location, unless under extreme emergency or in a life-threatening situation, or unless specifically authorized, in writing, by DPSS Security Coordinator.

7.3.22.3 Firearms and batons must not be utilized as a measure of threat or intimidation but shall be used only in life threatening or restraint situations.

7.3.22.4 Security Guards and Security Guard Supervisors must not clean firearms at any Location at any time.

7.3.22.5 Security Guards and Security Guard Supervisors must not bring in, and must not use, unauthorized firearms, holsters, and ammunition at any Location at any time.

7.3.22.6 In the event of an incident involving serious misuse of authority or violation of firearm regulations by Security Guard or any Contractor employees, the County may proceed with and conduct an administrative investigation. Contractor must fully cooperate with County in such situation, including, but not limited to, submitting documentation requested by the County.

7.3.22.7 Contractor must maintain all firearms, ammunition, and accessories in good working condition.

- 7.3.22.8** Firearms and ammunition used by Security Guards and Security Guard Supervisors will be subject to inspection by authorized County personnel at any time.
 - 7.3.22.9** Security Guards and Security Guard Supervisors must adhere to regulations regarding proper use of firearms as set forth in California Penal Code sections 830.1 through 854.
 - 7.3.22.10** Security Guards and Security Guard Supervisors must not utilize or be under the influence of any illegal substance or legal substance that would inhibit or hinder the guard's decision-making process and response to security incidents while working under this contract.
 - 7.3.22.11** Thirty (30) days after contract execution, Contractor must provide the County with clear written protocols on how Contractor will address these types of concerns. The protocol is subject to County approval. The protocol must include immediate assessment of the suspicion, provide relief coverage, ensure Security Guard is drug tested or provided any other appropriate test.
- 7.3.23** Security Guards must respond immediately to natural, and man-made on-site emergencies, and provide support as needed or as directed by the Facility Proprietor.

7.4 Security Guard Supervisor Duties

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

- 7.4.1** Provide direction and instruction to posted and/or patrolling Security Guards by making daily rounds of assigned Locations and monitoring Security Guards' performance under this Contract.
- 7.4.2** Explain post procedures which are outlined in General Post Orders and Site-Specific Post Orders to assigned Security Guards.
- 7.4.3** Immediately respond to on-site emergencies, providing support as needed.
- 7.4.4** Provide training to Security Guards under his/her supervision and ensure that each Security Guard fully understands the duties and services to be provided under this Contract, prior to Security Guard starting work as set forth throughout the Contract.

- 7.4.5** Be available for inspections from County personnel.
- 7.4.6** Be available to the Security Guards under his/her supervision at all times during the assigned shift.
- 7.4.7** Provide technical and administrative advice to Security Guards as appropriate.
- 7.4.8** Ensure that assigned Security Guard coverage is appropriate and adequate to meet County requirements.
- 7.4.9** Inform subordinates of any deviations from acceptable practices and procedures, instruct Security Guards on the proper methods and procedures, and explain conditions in which deviations are permissible.
- 7.4.10** Respond to requests from Security Guards for assistance.
- 7.4.11** Have a thorough knowledge of radio usage and codes, and train Security Guards in these areas.
- 7.4.12** Conduct investigations of incidents and prepare a written memorandum to be provided to DPSS Security Coordinator upon request.
- 7.4.13** Drive a Contractor-provided motor vehicle to the different assigned Locations.
- 7.4.14** Sign-in and sign-out at visited Locations: A Security Guard Supervisor must sign in/out using both the Electronic Post Confirmation System and the hard copy sign-in/sign-out sheet, provided by the Contractor, to record each Location visited.
- 7.4.15** Provide relief for Security Guard breaks and meals as required.
- 7.4.16** Conduct roll call briefings that include the following:
 - 7.4.16.1** Inspection of personnel to ensure proper uniform appearance, sobriety, and clear comprehension of Post Orders and emergency procedures;
 - 7.4.16.2** Briefings of previous shift(s) activity at each post;
 - 7.4.16.3** Issuance of radios, radio holders and keys (as appropriate) to all Security Guards.

- 7.4.17** Coordinate security personnel to respond to medical emergencies to provide first aid, CPR or a support as needed until medical personnel arrive.
- 7.4.18** Inspects and reports all assigned equipment to include but not limit to metal detectors, X-Ray machines, two-way radios, CCTV systems, etc. and safety hazards to appropriate personnel.
- 7.4.19** The Security Guard Supervisor will also be responsible for the duties, restrictions, and obligations identified in subsection 7.3 of this SOW.

7.5 Contractor Project Manager Duties

Contractor Project Manager duties must include, but will not be limited to, the following duties:

- 7.5.1** Provide direction and instruction to Post and/or patrolling Security Guard Supervisor and Lead Supervisor by making daily rounds of assigned Location(s) and monitoring Security Guard Supervisors' and Lead Supervisors' performance under this Contract.
- 7.5.2** Explain post procedures which are outlined in General Post Orders and Site-Specific Post Orders to assigned Security Guard Supervisors.
- 7.5.3** Immediately respond to on-site emergencies, providing support as needed.
- 7.5.4** Provide training to Security Guard Supervisors under his/her supervision and ensure that each Security Guard Supervisor fully understands the duties and services to be provided under this Contract, prior to Security Guard Supervisor starting work as set forth throughout the Contract.
- 7.5.5** Be available for inspections from County personnel.
- 7.5.6** Be available to the Security Guard Supervisor under his/her supervision at all times during the assigned shift.
- 7.5.7** Provide technical and administrative advice to Security Guard Supervisors as appropriate.
- 7.5.8** Ensure that assigned Security Guard Supervisor coverage is appropriate and adequate to meet County requirements.
- 7.5.9** Inform subordinates of any deviations from acceptable practices

and procedures, instruct Security Guard Supervisors on the proper methods and procedures, and explain conditions in which deviations are permissible.

- 7.5.10** Respond to requests from Security Guard Supervisor for assistance.
- 7.5.11** Have a thorough knowledge of radio usage and codes and train Security Guard Supervisor in these areas.
- 7.5.12** Conduct investigations of incidents and prepare a written memorandum of report.
- 7.5.13** Drive a Contractor-provided motor vehicle to the different assigned Locations as required.
- 7.5.14** Sign-in and sign-out at assigned Locations. A Post Commander must sign in/out using both the Electronic Post Confirmation System and the hard copy sign-in/ sign-out sheet, provided by the Contractor, to record each Location visited.
- 7.5.15** Ensure all security and safety equipment is accounted for and maintained in good working order.
- 7.5.16** Conduct Security Guard and Security Guard Supervisor inspections and appraisals.
- 7.5.17** Ensure newly hired and/or newly assigned Security Guards and Security Guard Supervisors are trained appropriately, and all related documentation is completed.
- 7.5.18** Act as liaison for security company, CCA, Facility Proprietor, and DPSS Security Coordinator; providing accurate, timely, and responsive verbal and written communications, and attending all safety-related meetings, as required.

7.6 Lead Supervisor

Lead Supervisor duties must include, but are not limited to, the following duties:

- 7.6.1** Direct Security Guards and Security Guard Supervisors during an assigned shift at a Location.
- 7.6.2** Ensure that the Security Guards and Security Guard Supervisors operate with integrity, providing a safe and secure environment in which all County requirements are met.

- 7.6.3** Ensure all Posts are filled and Security Guards and Security Guard Supervisors report to their assigned Posts at the start of the shift on time and Posts remain filled throughout the shift.
- 7.6.4** Assume responsibility in an emergency situation, establishing incident command, and reporting to the Facility Proprietor, DPSS Security Coordinator and CCA as soon as the situation allows, and it is safe to do so.
- 7.6.5** Maintain an accurate and timely log throughout the shift. Prepare reports as required in the General Post Orders and/or Site-Specific Post Orders.
- 7.6.6** Prepare Contractor's Security Incident Reports and make notifications, as required, for any security incidents that occur during the shift.
- 7.6.7** Provide information to the next shift, verbally and/or in writing, for all reportable information as required by the General Post Orders and Site-specific Post Orders for the Location.

7.7 Armed Protection Security Officer

Protection Security Officer duties must include, but are not limited to, the following duties:

- 7.7.1** Assess potential threats and risks to devise and implement effective security strategies.
- 7.7.2** Actively patrol interior and exterior areas of the Department facility, including County parking lots/structures, and check for unauthorized personnel and illegally park vehicles, which must be reported as appropriate. Patrols must include hallways to ensure that unauthorized individuals do not access the work areas unescorted.
- 7.7.3** Respond and take charge of incidents in public areas where there is a possibility of County liability, injury, or illness involving the public.
 - 7.7.3.1** If immediate medical action is not required, notify DPSS Facility Proprietor or designate prior to calling emergency services. DPSS Facility Proprietor or designee will participate in assessing the situation.
 - 7.7.3.2** If immediate action is required, call Law Enforcement

and/or paramedics, as appropriate, and then notify DPSS Facility Proprietor or designee as soon as possible.

- 7.7.4** Perform physical security checks and patrol to prevent unauthorized access, vandalism, or other criminal activity.
- 7.7.5** Investigate questionable acts observed or reported in the facility and question witnesses and suspects to establish and verify facts.
- 7.7.6** Pursue, apprehend and detain persons injuring others and/or damaging property within the premises, and detains suspects until local law enforcement arrives.
- 7.7.7** Operate advanced security equipment and systems, such as CCTV, alarm systems, and access control systems.
- 7.7.8** Respond to locally activated fire, burglary or other alarms.
- 7.7.9** Coordinate with law enforcement agencies and emergency services when necessary.
- 7.7.10** Act as the lead and the support for the Security Guards.
- 7.7.11** Physically intervene to terminate injurious acts, conduct searches of individuals for weapons, illegal devices, or contraband and detain individuals for further investigation or arrest where circumstances and conditions warrant such action.
- 7.7.12** Respond to medical emergencies to provide first aid, CPR or support as needed until medical personnel arrive.

8.0 REPORTING REQUIREMENTS

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

8.1 Invoices

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

8.2 Quality Control Plan

Contractor must maintain, update as necessary and provide to CCA,

immediately upon request, a detailed Quality Control Plan as specified in Section 3.0, Quality Control, of this SOW.

8.3 Monthly Inspection Report

A Monthly Inspection Report (MIR) is to be completed by the end of each month, and submitted to the CCA with a copy to the DPSS Security Coordinator on the fifteenth (15th) calendar day of the following month for each Location for which services were provided, according to Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone of this SOW, which must provide full details on all services provided, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action must be provided. A complete record of all MIRs conducted by Contractor must be made available upon request by County and include recommendations regarding security and safety as it relates to County facilities, employees, and visitors. Contractor must maintain all MIR records and reports for five (5) years following termination of the Contract.

8.3.1 Security Equipment Report will be part of the Monthly Inspection Report. A Security Equipment Report will be completed for each Location. Contractor must ensure Security Guards and, Security Guard Supervisors are conducting security equipment inspections for the following:

- a) X-ray machines;
- b) Walkthrough metal detectors;
- c) Hand-held metal detectors;
- d) Closed Circuit TV systems;
- e) Panic alarms systems;
- f) Security radios;
- g) Keycard systems;
- h) Perimeter fences; and
- i) Perimeter entrances.

Contractor must provide a monthly Security Equipment Report to the County Contractor Administrator with a copy to DPSS Security Coordinator on the fifteenth (15th) day of every month.

8.4 Recruitment Plan

Contractor must provide the County with a written, detailed recruitment plan for the recruitment and maintenance of a pool of additional personnel (as described in paragraph 6.3.1 of this SOW) to ensure continuity of services under the Contract. This plan must be submitted to the CCA within ten (10) business days of the effective date of this Contract and make changes when requested by County.

8.5 Procedural Manual

Contractor must develop and provide a procedural manual describing how Contractor will inform their employees of procedural changes made by County to its employees, within ten (10) business days of the effective date of this Contract. Contractor must provide a copy of the procedural manual to the CCA.

8.6 Complaint Investigation Procedures

Within ten (10) business days of the effective date of this Contract, Contractor must develop, maintain, and adhere to written procedures for receiving, investigating and responding to complaints by Security Guards, Security Guard Supervisors, members of the public, and/or County personnel as set forth in Contract in subsection 8.5, Complaints. These written procedures will be available for inspection and be provided to the County upon request.

8.7 Firearms List

- 8.7.1** Contractor must develop and maintain a list of firearms assigned to each Security Guard and Security Guard Supervisor providing services under this contract. The list shall include the make, manufacturer, and serial number of each firearm assigned to each Security Guard or Security Guard Supervisor. The firearms list must be provided to the CCA with a copy to the DPSS Security Coordinator within ten (10) days of the effective date of this contract, with an updated list provided prior to a Security Guard or Security Guard Supervisor being assigned to a Location.
- 8.7.2** Contractor must be responsible for keeping the firearms list up to date, adding or deleting personnel, and noting other changes as appropriate. Contractor must provide the CCA with updated firearms list upon request.
- 8.7.3** Contractor must conduct a firearm verification process and provide a written firearm verification. to the CCA on the 15th of August, and on the 15th of April of each contract year. The report must include firearm make, manufacturer, serial number, and Security Guard assignee' information, including guard card information and firearm permit information. The firearm Verification must be reviewed, verified and signed by the Armed Security Guard and their immediate Security Guard Supervisor, and the Contractor Contract Manager.

8.8 Security Guard and Security Guard Supervisor Training Program Reports

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

- a) Contractor must ensure that all Security Guards, Security Guard Supervisors, and Lead Supervisors remain current in all required training and certifications, including but not limited to required updates provided by County and those listed under Exhibit A-1, SOW Attachment 3. Training may be provided in person or online if it becomes available.
- b) Contractor must establish a method of tracking all required certificates, training, and training updates required under this Contract.
- c) Contractor must provide a training compliance report upon request by the County.
- d) Contractor must request County provided training by notifying the CCA at least sixty (60) calendar days prior to the date training is needed to allow time for coordination and scheduling of the necessary training. The content of County and Contractor training plans are subject to change at the sole discretion of County.
- e) A Training Compliance Report must be kept in each employee's administrative file and shall include:
 - 1. Name of Security Guard or Security Guard Supervisor;
 - 2. Title of training;
 - 3. Date completed;
 - 4. Number of hours;
 - 5. Certificate of completion received; and
 - 6. Future training and date needed.

8.8.2 Security Guard and Security Guard Supervisor Training Records

- 8.8.2.1** Contractor is responsible for maintaining complete training records for each employee assigned to provide services under the Contract within the employee's administrative file. The training records must contain copies of completed Contractor background investigation records; records of training received from Contractor or County with dated certificates of

completion; current cards, licenses, and certifications; a brief biological sketch of the employee; and any additional information as required by County. The training records must be kept by Contractor, updated with current information on an on-going basis, and made available for inspection upon request by County, state, or federal representatives. On-site storage and retrieval of Security Guard and Security Guard Supervisor training records may be required, based on the needs of the Location where services are performed.

8.8.2.2 The training records must include, but will not be limited to, the following current certifications and information:

- a) Annual Performance Evaluations as required in paragraph 6.3.6, Annual Performance Evaluations of this SOW;
- b) Current Cardiopulmonary Resuscitation Certificate (CPR) Card for Adult, Child and Infant, issued by American Red Cross or equivalent provider;
- c) Current First Aid Certificate for Adult, Child and Infant, issued by American Red Cross or equivalent provider;
- d) Current Guard Registration Card issued by the California DCA, BSIS;
- e) Current permit for baton pursuant to Section 12002 of the California Penal Code;
- f) Current BSIS certification in the use of baton;
- g) Current and unexpired permit to carry ten percent (10%) solution of oleoresin capsicum (pepper spray or pepper gel);
- h) Current California Firearm Permit (Security Guards and Security Guard Supervisors only);
- i) Current State of California Firearms Qualification Card – twice per year, first six months of year and second six months of year

(Security Guards and Security Guard Supervisors only);

- j) Valid California Class "C" Driver's License and/or Identification Card (Driver's License only if required by position);
- k) Radio procedures training;
- l) Crisis intervention techniques training (if required);
- m) Record of training as specified in Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline and Subsection 6.5, Security Guard and Security Guard Supervisor Training Requirements of this SOW;
- n) Record of Location-specific employee training.

8.8.2.3 In-Service Training Report

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

8.9 Notification of Infectious Potential

- 8.9.1** Contractor must immediately notify the DPSS Security Coordinator and the CCA if any Security Guard or Security Guard Supervisor reports contact with or shows signs or symptoms that could be indicative of an infectious disease. Any Security Guard or Security Guard Supervisor determined to have infectious potential must be removed from his/her Post until it has been determined that the individual is no longer infectious as evidenced by a doctor's note.

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

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

8.10 Security Guard and Security Guard Supervisor Medical Records

The Contractor must maintain compliance with the Health Insurance Portability and Accountability Act (HIPAA) as set forth in Contract Subsection 9.10 and Exhibit I, Business Associate Agreement under the HIPAA of 1996 of the Contract.

8.11 Daily/Weekly Reporting Documents

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

8.11.1 Security Guard Sign In/Out

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

8.11.2 Security Guard Supervisor Sign In/Out Sheet

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

8.11.3 Security Guard Daily Activity Report (DAR)

Security Guards must note the time and briefly describe events that have taken place each day, such as theft, fire, unauthorized entry to secured area, property damage, bodily injury, etc. DAR must be completed at the end of each shift and available for inspection at the beginning of the next shift. This must be submitted daily to the DPSS Security Coordinator within 24 hours.

8.11.4 Security Guard Supervisor Daily Activity Report (DAR)

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

8.12 Incident Report (IR)

- 8.12.1** Security Guards and Security Guard Supervisors must report any lost, theft, or misuse or any Contractor-owned or County-owned equipment immediately to the Facility Proprietor, and Contractor Project Manager, by phone and email. Contractor Project Manager will follow up the preliminary notification with a written memorandum or a Contractor's IR to the Facility Proprietor and Security Coordinator via email by the end of shift. Written documentation must include at a minimum: report date; date, time, and Location where item became lost or was stolen; description of missing item and serial number (if applicable); and Contractor and County employees assigned to Post. The DPSS Security Coordinator will immediately follow up with the Facility Proprietor with a copy to the CCA. Facility Proprietor will complete a County SIR regarding the incident.
- 8.12.2** Security Guards and Security Guard Supervisors must report the loss, theft, or misuse of any weapon, baton, Sam/Sally Browne belt, or ammunition immediately to the Facility Proprietor, and Contractor Project Manager. A written memorandum or Contractor's IR describing the missing items, serial number, date of incident, and name of employee assigned to Location must be submitted by the Contractor Project Manager to the Facility Proprietor, DPSS Security Coordinator and County Project Manager within an hour of incident. The DPSS Security Coordinator will follow up immediately with the Facility Proprietor with a copy to the CCA. Facility Proprietor will complete a County SIR regarding the incident.
- 8.12.3** Security Guards or Security Guard Supervisors must immediately report to the Facility Proprietor, and Contractor Project Manager any incidents requiring fire, law enforcement, health authorities and/or Facility Proprietor response; on any incidents involving:

arrest/detention of member of the public or County employee, assault, force used by Security Guard, act or threat of physical violence, attempted suicide, bomb threat, death at the Location, shooting, natural or manmade disaster, incident involving a restraining order, evacuation or partial evacuation, visit by regulatory authorities such as CAL-OSHA, fire, theft, flood, hazardous materials, hostage or barricade, mechanical or power failure, discharge of firearms, bodily injury, allegation of sexual harassment or contact by administrator involving Security Guard. Security Guards or Security Guard Supervisors must immediately follow up on these incidents by preparing a written memorandum or a Contractor IR. Written documentation must describe the incidents in detail and be submitted to the Facility Proprietor, DPSS Security Coordinator and the Contractor Project Manager before the end of the shift, or if incidents occur after hours, the next morning. The DPSS Security Coordinator will immediately follow-up with the Facility Proprietor with a copy to the CCA. Facility Proprietor will complete a County SIR regarding the incident.

- 8.12.4** Security Guards and Security Guard Supervisors must immediately report all incidents that may involve potential property damage or personal injury, as outlined in Post Orders, to Facility Proprietor and Contractor Project Manager. Facility Proprietor will complete a County SIR regarding the incident. If facility proprietor needs written documentation from the Security Guard or Security Guard Supervisor, the Facility Proprietor will forward their request to the DPSS Security Coordinator who will forward the request to the Contractor Project Manager. The Contractor Project Manager will provide the written report or Contractors IR within 24 hours of the request.
- 8.12.5** Any damage or injury resulting from the accidental discharge of a Security Guard's or Security Guard Supervisor's firearm must be the sole liability of Contractor. Security Guard or Security Guard Supervisor must notify the County DPSS Security Coordinator, Contractor Project Manager, and local law enforcement immediately of any accidental discharge and submit a Contractor IR to the County DPSS Security Coordinator within one (1) hour of incident. The DPSS Security Coordinator must immediately notify the CCA.
- 8.12.6** A Monthly Site Staffing Plans (MSSP) must be completed by the tenth (10th) calendar day of each month by the Contractor for each location. The MSSP must list all the names of the contract guards assigned to the site, based on the number of contract guards indicated on the current Post Order. It is the responsibility of the contractor to provide the MSSP to the DPSS Security Coordinator

with a copy to CCA and a copy to the Security Coordinator on the tenth (10th) calendar day of each month, and/or when requested by the County.

9.0 GREEN INITIATIVE

9.1 Contractor must use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

9.2 Contractor must notify County’s Contract Administrator of Contractor’s new green initiatives prior to the contract commencement.

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LOCATIONS AND ADDRESSES

LOC	LOCATION NAME	STREET ADDRESS	ZONE	FACILITY ACTIVE	FACILITY INACTIVE	PARKING ACTIVE
1	LANCASTER DISTRICT	349-B E. AVENUE K-6 LANCASTER, CA 93535	1	X		
2	LANCASTER -GR	337 E. AVENUE K-10 LANCASTER, CA 93535	1	X		
3	LANCASTER IHSS	335-C E. AVENUE K-6 LANCASTER, CA 93535	1	X		
4	PALMDALE GAIN/MAXIMUS	1050 E. PALMDALE BLVD. #204 PALMDALE, CA 93550	1	X		
5	SANTA CLARITA BRANCH	27233 CAMP PLENTY RD. CANYON COUNTRY, CA 91351	1	X		
6	BURBANK IHSS/GAIN/MAXIMUS	3307 N. GLENOAKS BLVD. BURBANK, CA 91504	2	X		
7	CHATSWORTH IHSS	21615 PLUMMER ST. CHATSWORTH, CA 91311	2	X		
8	CUSTOMER SERVICE CENTER III	9451 CORBIN AVE. NORTHRIDGE, CA 91324	2	X		
9	GLENDALE DISTRICT	4680 SAN FERNANDO RD. GLENDALE, CA 91204	2	X		
10	SAN FERNANDO VALLEY BRANCH	9188 GLENOAKS BLVD. SUN VALLEY, CA 91352	2	X		
11	WEST VALLEY DISTRICT	21415 PLUMMER ST. CHATSWORTH, CA 91311	2	X		
12	CROSSROADS CAMPUS (WEST BUILDING)	12820 CROSSROADS PARKWAY SOUTH CITY OF INDUSTRY, CA 91746	3	X		
13	CROSSROADS CAMPUS (MAIN BUILDING)	12860 CROSSROADS PARKWAY SOUTH CITY OF INDUSTRY, CA 91746	3	X		
14	CROSSROADS CAMPUS (EAST BUILDING)	12900 CROSSROADS PARKWAY SOUTH CITY OF INDUSTRY, CA 91746	3	X		
15	CROSSROADS CAMPUS (FISCAL OPERATIONS DIVISION/IHSS HELPLINE)	12801 CROSSROADS PARKWAY SOUTH CITY OF INDUSTRY, CA 91746	3	X		
16	CROSSROADS CAMPUS (BUREAU OF HUMAN RESOURCES)	12851 CROSSROADS PARKWAY SOUTH CITY OF INDUSTRY, CA 91746	3	X		
17	CUSTOMER SERVICE CENTER I, IV, AND V/MEDIA	3400 AEROJET AVE. EL MONTE, CA 91731	3	X		
18	EL MONTE/SAN GABRIEL DISTRICTS	3350/3352 AEROJET AVE. EL MONTE, CA 91731	3	X		
19	ATLAS CAMPUS (IHSS OPS II MONTEREY PARK/MIE/ GAIN REGION III)	588 ATLAS AVE. MONTEREY PARK, CA 91755	3	X		
20	PASADENA DISTRICT	955 N. LAKE AVE. PASADENA, CA 91104	3	X		
21	PASADENA SUPPLEMENTAL PARKING	991 N. LAKE AVE. PASADENA, CA 91104	3			X

EXHIBIT A-1, SOW ATTACHMENT 1

LOC	LOCATION NAME	STREET ADDRESS	ZONE	FACILITY ACTIVE	FACILITY INACTIVE	PARKING ACTIVE
22	POMONA DISTRICT	2040 W. HOLT AVE. POMONA, CA 91768	3	X		
23	POMONA GAIN REGION III SUB OFFICE	2255 N. GAREY AVE. POMONA, CA 91767	3	X		
24	POMONA IHSS	360 E. MISSION BLVD. POMONA, CA 91766	3	X		
25	EXPOSITION PARK/ASH/ GAIN REGION IV/CSC VI	3833 SOUTH VERMONT AVE. LOS ANGELES, CA 90037	4	X		
26	GAIN REGION I	5200 W. CENTURY BLVD. LOS ANGELES, CA 90045	4	X		
27	METRO NORTH DISTRICT	2601 WILSHIRE BLVD. LOS ANGELES, CA 90057	4	X		
28	METRO SPECIAL/METRO FAMILY	2707 SOUTH GRAND AVE. LOS ANGELES, CA 90007	4	X		
29	RANCHO PARK DISTRICT	11110 W. PICO BLVD. LOS ANGELES, CA 90064	4	X		
30	SOUTHWEST SPECIAL DISTRICT	1819 CHARLIE SIFFORD DR. LOS ANGELES, CA 90047	4	X		
31	WILSHIRE SPECIAL DISTRICT	2415 W. 6 TH ST. LOS ANGELES, CA 90057	4	X		
32	BELVEDERE DISTRICT	5445 WHITTIER BLVD. LOS ANGELES, CA 90022	5	X		
33	BELVEDERE DISTRICT PARKING STRUCTURE	759 S. BELDEN AVE. LOS ANGELES, CA 90022	5			X
34	CIVIC CENTER DISTRICT	813 E. 4 TH PLACE LOS ANGELES, CA 90013	5	X		
35	CIVIC CENTER DISTRICT PARKING STRUCTURE	321 HEWITT ST. LOS ANGELES, CA 90013	5			X
36	FLORENCE DISTRICT	1740 E. GAGE AVE. LOS ANGELES, CA 90001	5	X		
37	GAIN REGION VI	5460 BANDINI BLVD. BELL, CA 90201	5	X		
38	LINCOLN HEIGHTS DISTRICT	4077 N. MISSION RD. LOS ANGELES, CA 90032	5	X		
39	METRO EAST DISTRICT	2855 E. OLYMPIC BLVD. LOS ANGELES, CA 90023	5	X		
40	METRO EAST DISTRICT PARKING LOT	2813 E. OLYMPIC BLVD. LOS ANGELES, CA 90023	5			X
41	METRO EAST START /TOY LOAN & VOLUNTEER SERVICES	2200 NORTH HUMBOLDT ST. LOS ANGELES, CA 90031	5	X		
42	SOUTH CENTRAL DISTRICT	10728 S. CENTRAL AVE. LOS ANGELES, CA 90059	5	X		
43	INTENTIONALLY OMITTED					
44	VACANT*	8130 SOUTH ATLANTIC AVE. CUDAHY, CA 90201	5		X	
45	COMPTON DISTRICT	211 E ALONDRA BLVD. COMPTON, CA 90220	6	X		

EXHIBIT A-1, SOW ATTACHMENT 1

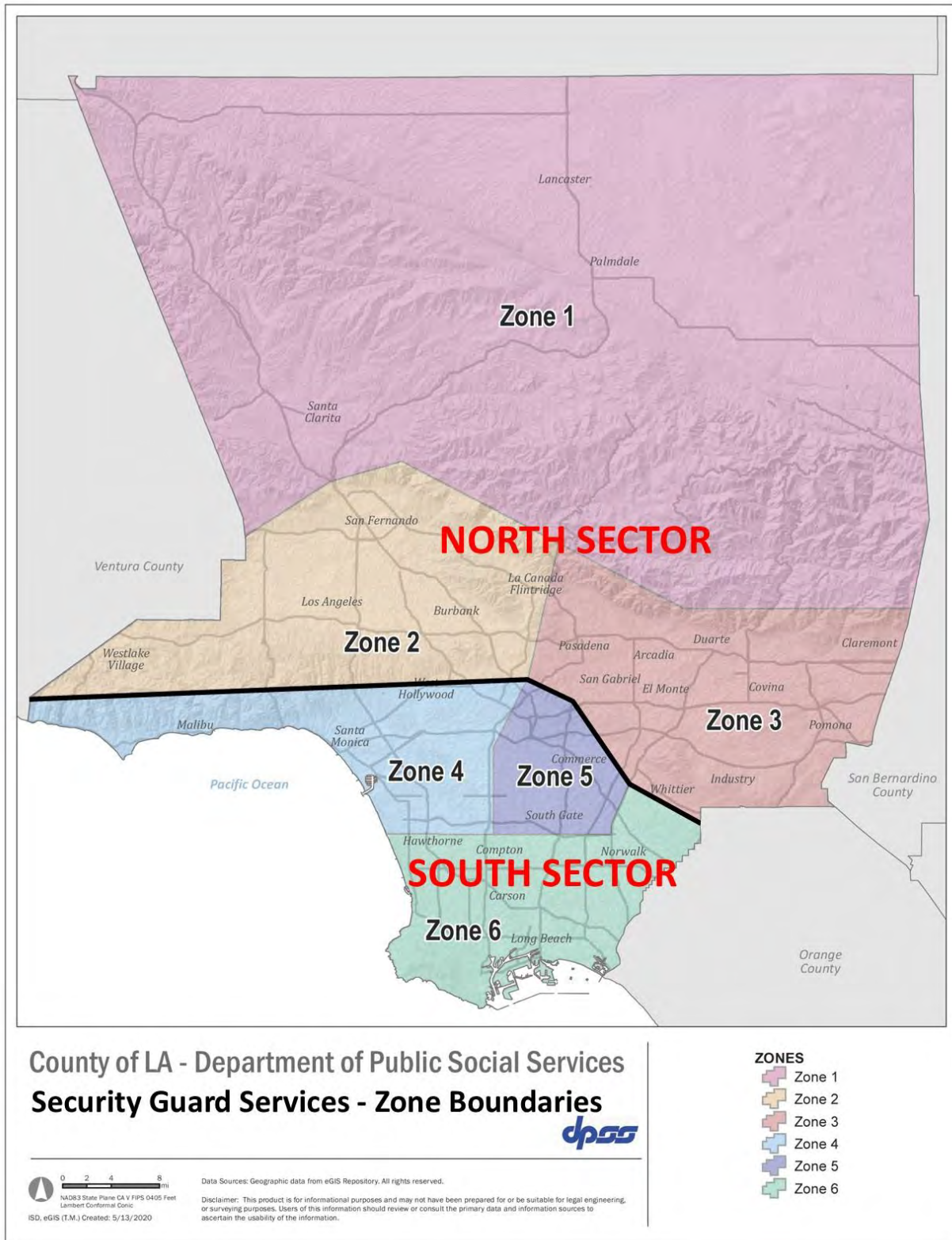
LOC	LOCATION NAME	STREET ADDRESS	ZONE	FACILITY ACTIVE	FACILITY INACTIVE	PARKING ACTIVE
46	DPSS ACADEMY / PROPERTY MANAGEMENT & STRATEGIC SPACE PLAN**	12440 E. IMPERIAL HWY., NORWALK, CA 90650	6	X		
47	HAMILTON CAMPUS (IHSS OPS IV TORRANCE/WFP&I/MEDI-CAL)	20101 HAMILTON AVE. TORRANCE, CA 90502	6	X		
48	INFORMATION TECHNOLOGY DIVISION	14714 CARMENITA RD. NORWALK, CA 90650	6	X		
49	NORWALK DISTRICT	12440 IMPERIAL HWY. NORWALK, CA 90650	6	X		
50	HUGHES CAMPUS (SOUTH SPECIAL/SOUTH FAMILY/ GAIN REGION V/CSC II/CSC VIII)	1500 HUGHES WAY LONG BEACH, CA 90810	6	X		
51	WAREHOUSE LOGISTICS AND ASSET MANAGEMENT SECTION/PSSS	13409 CARMENITA RD. SANTA FE SPRINGS, CA 90670	6	X		

Facility Active/Parking Active: Site needs security

*** Location not currently receiving services.**

**** Location may be relocated in the future.**

Security Guard Services Zone Boundaries



Department of Public Social Services (DPSS)

Minimum Staffing Plan by Zone
SOUTH SECTOR

LOC #	SERVICE ADDRESS	# OF GUARDS	POST	TYPE	SHIFT	DAYS	Lunch	DAILY HOURS		
								REG	OT	TOTAL
DPSS	METRO NORTH DISTRICT	1	Weapons Screening Guard #1	Armed	0700 - 1600	Mon - Fri	1 Hour Lunch	8	0	8
1	2601 WILSHIRE BOULEVARD	1	Weapons Screening Guard #2	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
	LOS ANGELES, CALIFORNIA 90057	1	Rover Guard	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		4	Total Armed					32	0	32
DPSS	WILSHIRE SPECIAL	1	Weapons Screening Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
2	2415 WEST SIXTH STREET	1	Weapons Screening Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	LOS ANGELES, CALIFORNIA 90057	1	Patrol Guard #1	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol Guard #2	Armed	0900-1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol Guard #3	Armed	0930-1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol Guard #4	Armed	0900-1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol Guard #5	Armed	0900-1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol Guard #6	Armed	0630-1530	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol Guard #7	Armed	0900-1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol Guard #8	Armed	0630-1530	Mon - Fri	1 Hour Lunch	8	0	8
		10	Total Armed					80	0	80
DPSS	CIVIC CENTER DISTRICT	1	Weapons Screening Guard #1	Armed	0700-1600	Mon - Fri	1 Hour Lunch	8	0	8
3	813 EAST FOURTH PLACE	1	Weapons Screening Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	LOS ANGELES, CALIFORNIA, 90013	1	Back Lobby Guard	Armed	0930-1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Lobby Exit Guard	Armed	0830-1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	Employee Entrance/ Exit Guard	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Parking Structure (offsite-321 Hewitt St. Los Angeles, CA 90013)	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #3	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		9	Total Armed					72	0	72
DPSS	EXPO PARK / GAIN IV/ ASH/ CSC VI	1	Parking Lot Entrance Guard	Armed	0600 - 1500	Mon - Fri	1 Hour Lunch	8	0	8
4	3833 SOUTH VERMONT AVENUE	1	Weapons Screening Guard #1	Armed	0630 - 1530	Mon - Fri	1 Hour Lunch	8	0	8
	LOS ANGELES, CALIFORNIA 90007	1	Weapons Screening Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Lobby Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Lobby Guard #2	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	Lobby Guard #3	Armed	1030 - 1930	Mon - Fri	1 Hour Lunch	8	0	8
		6	Total Armed					48	0	48
DPSS	LINCOLN HEIGHTS DISTRICT	1	Weapons Screening Guard #1	Armed	0700-1600	Mon - Fri	1 Hour Lunch	8	0	8
5	4077 NORTH MISSION ROAD	1	Patrol Guard	Armed	0915-1815	Mon - Fri	1 Hour Lunch	8	0	8
	LOS ANGELES, CALIFORNIA 90032	2	Total Armed					16	0	16

Department of Public Social Services (DPSS)

Minimum Staffing Plan by Zone

SOUTH SECTOR

LOC #	SERVICE ADDRESS	# OF GUARDS	POST	TYPE	SHIFT	DAYS	Lunch	DAILY HOURS		
								REG	OT	TOTAL
DPSS	METRO SPECIAL (FAMILY)	1	Weapons Screening Guard #1	Armed	0730-1630	Mon - Fri	1 Hour Lunch	8	0	8
6	2615 SOUTH GRAND AVENUE	1	Weapons Screening Guard #2	Armed	0730 - 1630	Mon - Fri	1 Hour Lunch	8	0	8
	LOS ANGELES, CALIFORNIA 90007	1	Weapons Screening Guard #3	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	2707 SOUTH GRAND AVENUE	1	Weapons Screening Guard #4	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	LOS ANGELES, CALIFORNIA 90007	1	Lobby Guard #1	Armed	0830-1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	Lobby Guard #2	Armed	0900-1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Lobby Guard #3	Armed	0900-1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Lobby Guard #4	Armed	0930-1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Lobby Guard #5	Armed	0930-1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Lobby Guard #6	Armed	1000-1900	Mon - Fri	1 Hour Lunch	8	0	8
		1	Lobby Guard #7	Armed	0800-1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Vehicle Patrol Guard	Armed	0930-1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Relief Guard #1	Armed	1000-1900	Mon - Fri	1 Hour Lunch	8	0	8
		1	Relief Guard #2	Armed	1000-1900	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #3	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #4	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		18	Total Armed					144	0	144
DPSS	RANCHO PARK DISTRICT	1	Weapons Screening Guard #1	Armed	0700 - 1600	Mon - Fri	1 Hour Lunch	8	0	8
7	11110 W PICO BOULEVARD	1	Weapons Screening Guard #2	Armed	0700 - 1600	Mon - Fri	1 Hour Lunch	8	0	8
	LOS ANGELES, CALIFORNIA 90064	1	1st Floor Guard	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	2nd Floor Guard	Armed	0800-1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Parking Garage Patrol Guard	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	Command Post Guard	Armed	0900-1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Outside Foyer Guard	Armed	0730-1630	Mon - Fri	1 Hour Lunch	8	0	8
		1	Rover Guard	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		10	Total Armed					80	0	80
DPSS	COMPTON DISTRICT	1	Weapons Screening Guard #1	Armed	0700-1600	Mon - Fri	1 Hour Lunch	8	0	8
8	211 E. ALONDRA BOULEVARD	1	Weapons Screening Guard #2	Armed	0800-1700	Mon - Fri	1 Hour Lunch	8	0	8
	COMPTON, CALIFORNIA 90220	1	Relief Guard	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		4	Total Armed					32	0	32
DPSS	FLORENCE DISTRICT	1	Employee Parking Lot Guard	Armed	0700 - 1600	Mon - Fri	1 Hour Lunch	8	0	8
9	1740 EAST GAGE AVENUE	1	Weapons Screening Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	LOS ANGELES, CALIFORNIA 90001	1	Weapons Screening Guard #2	Armed	1000-1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Weapons Screening Guard #3	Armed	0830-1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		5	Total Armed					40	0	40

Department of Public Social Services (DPSS)

Minimum Staffing Plan by Zone

SOUTH SECTOR

LOC #	SERVICE ADDRESS	# OF GUARDS	POST	TYPE	SHIFT	DAYS	Lunch	DAILY HOURS		
								REG	OT	TOTAL
DPSS	GAIN REGION I									
10	5200 WEST CENTURY BOULEVARD	1	Lobby Guard	Armed	0730 - 1630	Mon - Fri	1 Hour Lunch	8	0	8.0
	LOS ANGELES, CALIFORNIA 90045	1	Weapon Screening Guard	Armed	0800 - 1730	Mon - Fri	1 Hour Lunch	8	0.5	8.5
		2		Total Armed				16	0.5	16.5
DPSS	SOUTH CENTRAL DISTRICT	1	Weapons Screening Guard #1	Armed	0730 - 1630	Mon - Fri	1 Hour Lunch	8	0	8
11	10728 SOUTH CENTRAL AVENUE	1	Weapons Screening Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	LOS ANGELES, CALIFORNIA 90059	1	GR Lobby Guard	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Rover Guard	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Parking lot Guard	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #2	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #3	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #4	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		9		Facility Total				72	0	72
DPSS	SOUTHWEST SPECIAL DISTRICT	1	Main Entrance Guard	Armed	0700 - 1600	Mon - Fri	1 Hour Lunch	8	0	8
12	1819 CHARLIE SIFFORD DRIVE	1	First Floor Lobby Guard #1	Armed	0800-1700	Mon - Fri	1 Hour Lunch	8	0	8
	LOS ANGELES, CALIFORNIA 90047	1	First Floor Lobby Guard #2	Armed	0800-1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	First Floor Lobby Guard #3	Armed	0800-1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Command Post Guard	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	GR Lobby Guard	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Rover Guard #1	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Rover Guard #2	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Rover Guard #3	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		10		Total Armed				80	0	80
DPSS	METRO EAST GROW	1	Weapons Screening Guard	Armed	0700 - 1600 FRI 0730-1230	Mon - Fri	1 Hr Lunch/30 Min	8/4.5	0	8/4.5
13	2200 NORTH HUMBOLDT STREET	1	Back Lobby Guard	Armed	0730 - 1830 FRI: 0730-1230	Mon - Fri	1 Hr Lunch/30 Min	8/4.5	0	8/4.5
	LOS ANGELES, CALIFORNIA 90031									
		2		Total Armed				16.0/9.0	0	16.0/9.0
DPSS	METRO EAST DISTRICT	1	Weapons Screening Guard #1	Armed	0645 - 1545	Mon - Fri	1 Hour Lunch	8	0	8
14	2855 EAST OLYMPIC BOULEVARD	1	Weapons Screening Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	LOS ANGELES, CALIFORNIA 90023	1	Parking Lot Guard	Armed	0800-1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol and Respond Guard #1	Armed	0815-1815	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol and Respond Guard #2	Armed	0930-1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		6		Total Armed				48	0	48
DPSS	ITD BLDG	1	Patrol Guard #1	Armed	0800 - 1700	Mon-Fri	1 Hour Lunch	8	0	8
15	14714 CARMENITA ROAD									
	NORWALK, CALIFORNIA 90850									
		1		Total Armed				8	0	8

Department of Public Social Services (DPSS)
Minimum Staffing Plan by Zone
SOUTH SECTOR

LOC #	SERVICE ADDRESS	# OF GUARDS	POST	TYPE	SHIFT	DAYS	Lunch	DAILY HOURS		
								REG	OT	TOTAL
DPSS	NORWALK	1	Weapons Screening/Parking Lot/Opening Procedures Guard #1	Armed	0730 - 1630	Mon - Fri	1 Hour Lunch	8	0	8
16	12440 IMPERIAL HWY	1	Weapons Screening/Parking Lot/Opening Procedures Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	NORWALK, CALIFORNIA 90650	1	Weapons Screening/Parking Lot/Opening Procedures Guard #3	Armed	0900 - 1800	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		5	Total Armed					40	0	40
DPSS	GAIN REGION VI	1	Weapons Screening Guard	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8.0
17	5460 BANDINI BOULEVARD	1	Lobby/Patrol Guard	Armed	0730 - 1800	Mon - Fri	1 Hour Lunch	8	1.5	9.5
	BELL, CALIFORNIA 90201									
		2	Total Armed					16	1.5	17.5
DPSS	WLAMS	1	Main Entrance/Loading Dock Guard	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
18	13409 CARMENITA ROAD									
	NORWALK, CALIFORNIA 90650									
		1	Total Armed					8	0	8
DPSS	BELVEDERE DISTRICT	1	Weapons Screening Lobby Guard	Armed	0645-1545	Mon - Fri	1 Hour Lunch	8	0	8
19	5445 WHITTIER BOULEVARD	1	Weapons Screening Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	EAST LOS ANGELES, CALIFORNIA 90022	1	Employee Parking Lot Guard	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol Guard	Armed	0900-1800	Mon - Fri	1 Hour Lunch	8	0	8
		4	Total Armed					32	0	32
DPSS	HAMILTON CAMPUS (IHSS OPS IV TORRANCE/WFP & I/MEDI-CAL)	1	Main Lobby/Patrol Guard #1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
20	20101 Hamilton Avenue	1	Main Lobby/Patrol Guard #2	Armed	0830-1730	Mon - Fri	1 Hour Lunch	8	0	8
	Torrance, California 90502	1	Patrol Guard #3	Armed	0800-1700	Mon - Fri	1 Hour Lunch	8	0	8
		3	Total Armed					24	0	24

Department of Public Social Services (DPSS)

Minimum Staffing Plan by Zone

SOUTH SECTOR

LOC #	SERVICE ADDRESS	# OF GUARDS	POST	TYPE	SHIFT	DAYS	Lunch	DAILY HOURS		
								REG	OT	TOTAL
DPSS	HUGHES CAMPUS (SOUTH SPECIAL/SOUTH FAMILY/GAIN REGION V/CSC II/CSC VIII)	1	South Special General Relief Guard #1	Armed	0745 - 1645	Mon - Fri	1 Hour Lunch	8	0	8
21	1500 HUGHES WAY	1	South Special General Relief Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
	LONG BEACH, CA 90810	1	South Special General Relief Guard #3	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	Command Center	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #1	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #3	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond Guard #4	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	South Family Weapons Screening Guard #1	Armed	0745 - 1645	Mon - Fri	1 Hour Lunch	8	0	8
		1	South Family Weapons Screening Guard #2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	South Family Emergency Exit # 1	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	South Family Emergency Exit # 2	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol Parking Lot Guard #1	Armed	0730 - 1630	Mon - Fri	1 Hour Lunch	8	0	8
		1	Vehicle Patrol/Parking Lot Guard #2	Armed	1000 - 1900	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol Parking Lot Guard #3	Armed	1000 - 1900	Mon - Fri	1 Hour Lunch	8	0	8
		1	Main Employee Building Entrance/Exit Guard	Armed	0730 - 1800	Mon - Fri	1 Hour Lunch	8	1.5	9.5
		1	Egress Door Guard	Armed	0830 - 1730	Mon - Fri	1 Hour Lunch	8	0	8
		1	Pod B Guard	Armed	0930 - 1830	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol Parking Lot Guard #4	Armed	0700 - 1600	Mon - Fri	1 Hour Lunch	8	0	8
		1	Patrol & Respond	Armed	0800 - 1700	Mon - Fri	1 Hour Lunch	8	0	8
		20		Total Armed				160	1.5	161.5
	Total South Sector Armed Security Guards	133								

ARMED SECURITY GUARD SERVICES TRAINING OUTLINE

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

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

1.0 Skills Training Course for Security Guards - Background

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

1.1 Skills Training Course for Security Guards - Overview

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

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

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

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

Contract-specific: Completion prior to start of Contract. Specific training as noted on the Training Outline.

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

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

Contract-specific: Twenty hours (20) completed prior to start of contract. Twenty-eight hours (28) prior if Firearms training required. Eight hours (8) training by Contractor on Guard’s first day. Specific training as noted on the Training Outline as noted. Test scores of 100% for all courses required by County. Courses pre-selected to meet Contract requirements. Allowable hours are reduced/number of courses increased. CPR and First Aid 8, hours each instead of 4 hours total.

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

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

1.1.2 Skills Training Course for Security Guards - Conclusion

The Contract requires Power to Arrest (PTA) Course, and all but eight (8) hours of the Skills Training Course for Security Guards to be completed prior to start of Contract.

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

1.1.3 Skills Training Course for Security Guards - Summary:

1.1.3.1 Power to Arrest Course:

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

1.1.3.2 Courses required prior to start of Contract:

16 hours mandatory plus 20 hours elective (if unarmed), or 28

hours elective (if armed)

100% test score required on courses completed prior to prior to start of Contract.

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

8 hours elective pre-selected by County Contract Administrator and DPSS Security Coordinator for Contract compliance.

1.1.3.4 Continuing Education:

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

2.0 County-Provided Training - Background

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

2.0.1 County-Provided Training - Mandatory Notification of Training Anniversary Date

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

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

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

2.0.3 County-Provided Specialized Training

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

2.0.4 County-Provided Training - Summary

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

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

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

[illegible]

SKILLS TRAINING COURSE FOR SECURITY GUARDS – DETAIL COURSE DESCRIPTIONS

Title 16, Division 7 of the California Code of Regulations, Article 9. Skills Training Course for Security Guards (Regulation) is included below. Contract specific requirements have been added, where required, within the detail course descriptions. Any case of apparent inconsistency between the requirements stated in the Regulation and this Contract, does not relieve Contractor's responsibilities under the Regulation.

California Department of Consumer Affairs - Bureau of Security and

Investigative Services Title 16, Division 7 of the California Code of

Regulations

Article 9. Skills Training Course for Security Guards

§643. SKILLS TRAINING COURSE FOR SECURITY GUARDS

(a) The course of skills training for registered security guards shall follow the standards prescribed by section 7583.6(b) of the Business and Professions Code. The description below sets forth the subjects that shall be taught and the maximum number

of hours that shall be allowed towards meeting required training.

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

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

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

PTA Part One (Power to Arrest)

4 hours

Objective: To familiarize and instruct the individual on the training topics delineated at Business and Professions Code Section 7583.7, including, without limitation, legal aspects, techniques, liability, and company requirements relating to the arrest of an individual. The training will utilize the Department of Consumer Affairs' Power to Arrest Training Manual and may include lecture, discussion, exercises and role-playing.

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

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

4 hours

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

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

Section Two: Mandatory and Elective Courses Required Prior To Start Of Contract.100% Test Score Required on Each of the Courses Listed

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

Additionally, all courses shall include written material, lecture or exercises to assure that the individual comprehends the subject matter presented. Every newly licensed or employed armed security guard shall complete two of the mandatory courses within thirty (30) days from the day the guard's registration card is issued or the day the guard begins employment. The remaining two mandatory courses each consisting of four (4) hours of instruction, shall be completed within the first six (6) months from the day the guard registration card is issued or the day the guard begins employment as a security guard. Pursuant to Business and Professions Code Section 7583.6(b) the following outline includes subjects that shall be taught and the maximum number of hours that will be allowed for completion of the Mandatory Courses.

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

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

Contract specific: Training shall include topics set forth in Technical Exhibit B- 4, Statement on Workplace Equality and Acknowledgement of Receipt of the SOW, including expectations for the behavior of Security Guards and Security Guard Supervisors. Topics may include, but not are not limited to: 1) Recognizing Civil Rights Discrimination; 2) Recognizing persons preferred spoken language; 3) Recognizing persons with disability and need to provide disability accommodations; and 4) Recognizing ADA Title II Service Animals.

B. Observation and Documentation (Mandatory) 4 hours

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

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

C. Communication and Its Significance (Mandatory) 4 hours

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

Contract specific: Training shall include handouts of phone numbers for DPSS Security Coordinator and Location and/or Post specific internal, external, and emergency response contacts and communications protocols.

D. Liability/Legal Aspects (Mandatory) 4 hours

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

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

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

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

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

BSIS Certified Course in Baton Training (Elective/Mandatory for Contract) 4 hours**BSIS Certified Course in Firearms Training - Armed Guards (Elective/Mandatory for Contract) 8 hours****Section Three: Elective Courses Required to be Provided Onsite by Contractor on Guard’s First Workday****Post Orders and Assignments 2 hours**

1. Site Specific Training
2. Equipment:
 - Magnetometer / Screening Procedures
 - Radio Communication and Equipment Care
 - Alarms / Location and Response
 - Elevators, Stairwells, Doors, Windows

3. Emergency Response Issues (Bomb Threat, Fire, Disruptive Behavior)
4. Liability Implications
5. Lost / Found Articles Procedures

Employer / County Policies / Orientation to Assignment 2 hours

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

Evacuation Procedures 1 hour

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

Officer Safety 0.5 hour

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

Access Control 0.5 hour

1. Identification Procedures

2. Electronics Use / CCTV
3. Non-electronic procedures

Handling Difficult People **1 hour**

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

Workplace Violence **1 hour**

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

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

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

Section Five: Annual and/or Continuing Education Training **8 hours**

Contractor shall ensure Security Guards and Security Guard Supervisors complete eight (8) hours of additional or remedial instruction annually. The annual training may be a repeat of a previous course(s) if Contractor's evaluation supports that the employee is deficient in skills or capabilities; or the annual training may be additional

course(s) on applicable topics within the private security profession, pursuant to California Business and Professions Code Section 7583.6(f)(1), as approved by the County. Courses may be provided by an independent training entity, by the Contractor, or by the County. Training shall be supported by an annual evaluation, performed by Contractor, of the licensed guards' skills. For each course completed, the institution or company providing the training shall issue a Certificate of Completion to the individual completing the course in compliance with requirements stated in Title 16, California Code of Regulations, Section 643 (b).

STATEMENT ON WORKPLACE EQUALITY AND ACKNOWLEDGEMENT OF RECEIPT

Statement on Workplace Equality

This Statement on Workplace Equality is intended to preserve the dignity and professionalism of the workplace as well as protect the right of County employees and participants to be free from discrimination, harassment, and retaliation. Discrimination, harassment, and retaliation are absolutely contrary to the values of County of Los Angeles. Discrimination, harassment and retaliation are also illegal under local, state, and federal law.

The Department will not tolerate unlawful discrimination on the basis of national origin (including language), color, race, ancestry, ethnic group identification, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, domestic partnership, medical condition, genetic information, religion, political affiliation, physical or mental disability, citizenship, immigration status or any other applicable basis, nor will it tolerate unlawful harassment or retaliation against an individual engaging in a protected activity, such as filing a complaint, complaint, testifying or participating in any manner in any investigation, proceeding, or hearing.

As a preventive measure, the Department also will not tolerate inappropriate conduct toward others based on a protected status even if the conduct does not meet the legal definition of discrimination or harassment.

All Contractor personnel are responsible for conducting themselves in accordance with this Statement on Workplace Equality. Violations will lead to prompt and appropriate Departmental action including, but not limited to, investigation, relocation and/or removal from County assignment, and/or revocation of background clearance.

All Contractor personnel are responsible for understanding the definitions of prohibited conduct contained in this Statement on Workplace Equality.

“Discrimination” is the disparate or adverse treatment of an individual based on or because of that individual’s national origin (including language), color, race, ancestry, ethnic group identification, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, domestic partnership, medical condition, genetic information, religion, political affiliation, citizenship, immigration status, physical or mental disability, any other applicable basis.

“Sexual harassment” includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature which meets any one of the following three criteria:

- 1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- 2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- 3) Such conduct has the purpose or effect of unreasonably interfering with the individual's employment or creating an intimidating, hostile, offense, or abusive working environment.

Harassment of an individual because of the individual's national origin (including language), color, race, ancestry, ethnic group identification, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, domestic partnership, medical condition, genetic information, religion, political affiliation, citizenship, immigration status, physical or mental disability, any other applicable basis is also discrimination and prohibited by federal and/or state civil rights statutes. "Discriminatory harassment other than sexual" is conduct which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, offensive, or abusive work environment.

"Third-person harassment" is indirect harassment of a bystander, even if the person engaging in the conduct is unaware of the presence of the bystander. When an individual engages in harassing behavior, he or she assumes the risk that someone may pass by or otherwise witness the behavior. The Department considers this to be the same as directing the harassment toward that individual.

"Inappropriate conduct toward others" is any physical, verbal, or visual conduct based on or because of national origin (including language), color, race, ancestry, ethnic group identification, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, domestic partnership, medical condition, genetic information, religion, political affiliation, citizenship, immigration status, physical or mental disability, or any other applicable basis when such conduct reasonably would be considered inappropriate for the workplace.

This provision is intended to stop inappropriate conduct before it becomes unlawful discrimination or harassment. As such, the conduct need not be pervasive or repeated in order to violate the statement of workplace equality. An isolated derogatory comment, joke, racial slur, sexual innuendo, etc., may be grounds for removal, relocation, or revocation of background clearance. Similarly, the conduct need not be unwelcomed to the party against whom it is directed; if the conduct reasonably would be considered inappropriate for the workplace, it will violate the statement of workplace equality.

"Retaliation" is an adverse action against another for reporting an incident or filing a complaint of conduct that violates this statement of workplace equality or the law or

participating in an investigation or otherwise exercising their rights or performing their duties under this statement or the law.

Depending on the facts and circumstances, the following are examples of conduct that may violate this statement of workplace equality:

- Posting, possessing, sending soliciting or displaying in the workplace sexually suggestive, racist, “hate-site” related, or obscene letters, notes, invitations, cartoons, posters, facsimiles, electronic mail or web links;
- Verbal conduct such as whistling and cat calls, using or making lewd or derogatory noises or making graphic comments about another’s body, or participating in explicit discussions about sexual experiences and/or desires;
- Verbal conduct such as using sexually, racially, or ethnically degrading words or names, using or making racial or ethnic epithets, slurs, or jokes;
- Verbal conduct such as comments or gestures about a person’s physical appearance which have a racial, sexual, disability-related, religious, age or ethnic connotation or derogatory comments about religious differences and practices;
- Physical conduct such as touching, pinching, massaging, hugging kissing, rubbing or brushing the body, making sexual gestures, impeding or blocking an individual’s passage or normal movements;
- Visual conduct such as staring, leering, displaying or circulating sexually suggestive objects, pictures, posters, photographs, cartoons, calendars, drawings, magazines, computer images or graphics;
- Sexual advances or propositions, including repeated and unwanted requests for a date;
- Retaliation in any form, including withholding work-related information, giving punitive work assignments, or denial of job benefits; and
- Hazing based on any protected status, including withholding assistance, giving demeaning, unattainable, or unnecessary job assignments, or ignoring the presence of a co-worker.

This list is not exhaustive. Any conduct which is retaliatory or based on or because of national origin (including language), color, race, ancestry, ethnic group identification, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, domestic partnership, medical condition, genetic information, religion, political affiliation, citizenship, immigration status, physical or mental disability or any other applicable basis may also violate this Statement on Workplace Equality.

Statement on Workplace Equality

Acknowledgement of Receipt

I acknowledge that I have received a copy of the Statement on Workplace Equality.

I have read and understand the Statement on Workplace Equality and will act in accordance with the statement as a condition of beginning and continuing my employment as a contract armed security guard on a County Contract.

I understand that if I have questions or concerns at any time about the Statement on Workplace Equality, I will consult a Security Guard Supervisor, Branch Manager, or Human Resources Department for my company.

Contract security member signature

Date

Contract security member name (please print)

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART ONE OF TWO
SECURITY GUARD SERVICES**

PERFORMANCE REQUIREMENTS SUMMARY

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

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

1. Require Contractor to report any performance deficiencies to the Facility Proprietor. Contractor shall provide a response on how to remedy the deficiency.
2. At the request of the County, require Contractor to develop and implement a Corrective Action Plan subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
3. Reduce payment to Contractor by a computed amount based on the assessment(s) in the PRS.
4. Reduce, suspend, or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
5. Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days will constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor failure to perform said service(s), as determined by County, will be credited to County on Contractor's future invoice.

This section does not preclude County's right to terminate the Contract upon not less than ten (10) days written notice with or without cause, as provided for in the Contract, paragraph 8.42, Termination for Convenience.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
1. Contract: Subsection 7.7 - Background and Security Investigations	All Contractor staff performing work under this Contract must undergo and pass a background investigation, to the satisfaction of the County, as a condition of beginning and continuing to work under this Contract, and as a condition for promotion to a supervisory position under this Contract.	100%	Review of report	\$50 per day late.
2. Contract: Subsection 8.28, Nondiscrimination and Affirmative Action	The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of the Contract, County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Contract.	100%	Inspection and Review	\$500 for each violation

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
3. Contract: Subsection 9.11 - Injury and Illness Prevention Program	Contractor will be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulation's that requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program. Contractor must provide a copy of the IIPP to the CCA within 10 days of commencement of services.	100%	Review and Inspection	\$50 per occurrence
4. Contract: Subsection 9.1.7 Enforcement and Remedies #1	Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the rights/remedies identified.	100%	Review of report	\$100 per late or incomplete Certified Monitoring Reports.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
5. Contract Subsection 9.1.7 Enforcement and Remedies #2	Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach the County may, in its sole discretion, exercise any or all of the rights/remedies identified.	100%	Review Payroll Report	\$50 per employee per day for each and every instance of underpayment to an employee
6. SOW: Section 3.0, Quality Control	Contractor must establish, maintain and utilize a comprehensive Quality Control Plan as a self-monitoring tool to ensure the County receives a consistently high level of service throughout the term of the Contract that meets or exceeds all requirements. In the event the requirements and/or policies and procedures change during the term of the Contract, Contractor must update the Quality Control Plan and submit such updated plan to CCA.	100%	Inspection and Review	\$100 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
7. SOW: Subsection 3.4, Performance Evaluation Meetings	County and Contractor must meet at least quarterly, and more frequently if deemed necessary, to discuss the status of the Contract, new or ongoing problems, and other issues.	100%	Inspection and review of Sign-in Sheet	\$100 per occurrence
8. SOW: Subsection 3.5, Review of Monthly Inspection Reports (MIR)	Contractor must submit all scheduled and unscheduled inspection reports to CCA with a copy to the DPSS Security Coordinator on a monthly basis.	100%	Inspection and Review of Reports	\$100 per occurrence
9. SOW: Subsection 3.6, Contract Discrepancy Report (CDR)	Contractor must respond to a CDR prepared by County and submit a plan to correct deficiency within the time specified.	100%	Observation and Inspection	\$50 per day after time specified

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
10. SOW: paragraph 4.1.3, Supervision	Security Guards must be adequately supervised by Security Guard Supervisors. Contractor must employ at least one (1) Lead Supervisor per Zone, in addition to the one (1) Security Guard Supervisor for every ten (10) Security Guards as required on Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. Security Guard Supervisors assigned to the field must travel to their assigned Locations on a regular basis to oversee their subordinates.	100%	Inspection and Review	Open Post assessment of \$500 per post, per day until post filled; liquidated damages of \$1,000 per day upon third occurrence in 30-day period.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
11. SOW: Paragraph 4.1.5, Contractor Living Wage Staffing Plan	Contractor must prepare a staffing plan using full-time employees. Staffing plans must be prepared for each Location, using SOW Attachment 7, Living Wage Staffing Plan to demonstrate how Contractor intends to fill each post using full-time employees. Contractor must provide details of Post coverage. The Living Wage Staffing Plan must be submitted for each Location for review and approval by CCA at least thirty (30) calendar days prior to commencement of work under the Contract. In the event that County's staffing requirements change during the term of the Contract, Contractor must provide a revised SOW Attachment 7, Living Wage Staffing Plan for each Location for CCA approval, based on County's revised requirements, as specified in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone.	100%	Inspection and Review	\$50 per day after time specified

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
12. SOW: paragraph 4.1.6, Open Post, sub-paragraph 4.1.6.1 & sub-paragraph 4.1.6.4	Contractor must provide sufficient Security Guards and Security Guard Supervisors, including relief for breaks and meal periods to ensure there are no Open Posts at any time. Security Guard Supervisor coverage must be provided for all Zones, according to County's staffing plan requirements set forth in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone and the required ratio of one (1) Security Guard Supervisor for ten (10) Security Guards must be maintained at all times, in addition to the required one (1) Lead Supervisor per Zone.	100%	Inspection and Review	Withholding of up to full amount of any invoice otherwise due; liquidated damages of \$100 per post, per day until post filled; liquidated damages of \$500 per day upon third occurrence in 30 day period; possible termination for default of Contract for continue failure to perform; and debarment for up to three years.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
13. SOW: Paragraph 4.1.6, Open Post, sub-paragraphs 4.1.6.6	The Contractor must report any absences to the DPSS Security Coordinator and the Facility Proprietor the day before a planned absence or thirty minutes prior to Security Guard or Security Guard Supervisor work reporting time for unplanned absences through the Contractor's automated system or any alternate reporting mechanism approved by the County.	100%	Inspection and Review	\$50 per unapproved occurrence beyond the thirty (30) minutes specified.
14. SOW: Paragraph 4.1.6, Open Post, sub-paragraphs 4.1.6.9	In the event that a Security Guard or Security Guard Supervisor must take unplanned leave during the workday, Contractor must send a replacement Security Guard or Security Guard Supervisor within one (1) hour or less of the Security Guard or Security Guard Supervisor's absence, with the replacement Security Guard or Security Guard Supervisor completing the remaining work schedule.	100%	Inspection and Review	\$50 per unapproved occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
15. SOW: Paragraph 4.1.6, Open Post, sub-paragraphs 4.1.6.7	Contractor must ensure that the Posts for the public lobby entrance(s) are filled at all times to ensure that District Office lobbies can open timely. At least one (1) Security Guard must be at the weapon screening post at all times during lobby hours.	100%	Inspection and Review	\$1,000 per occurrence.
16. SOW: Subsection 4.2, Unscheduled Work Due to Security Incident; paragraph 4.2.3	All authorized unscheduled work due to security incident must commence as specified by DPSS Security Coordinator or Facility Proprietor.	100%	Inspection and Review of Records	Withholding of invoice amount due for unscheduled work provided without written authorization.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
17. SOW: Subsection 4.3, Security Guard and Armed Security Guard Supervisor Overtime, paragraph 4.3.1	Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act regarding payment of overtime, consistent with Contract, Subsection, 8.19, Fair Labor Standards. County may report Contractor's non-compliance with the California Labor Code to the California Labor Commissioner.	100%	Review log sheets and research State Labor Commission records	\$100 per occurrence per employee plus a report to State Labor Commission if not remedied.
18. SOW: Subsection 4.3, Security Guard and Armed Security Guard Supervisor Overtime, paragraph 4.3.2	Contractor must monitor and ensure that each of its Security Guards and Security Guard Supervisors work no more than thirty-six (36) hours per week of overtime on any County assignment.	100%	Observation, review of log sheets and random site visits	\$100 per unauthorized occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
19. SOW: Subsection 4.4, Services in Emergency Situations	In the event of an emergency situation, Contractor must continue to provide services under the Contract. Contractor must continue to provide adequate staffing to ensure continued services to the extent determined by County.	100%	Inspection and Review	\$100 per occurrence
20. SOW: Subsection 4.5, Holidays, paragraph 4.5.3	When twenty-four (24) hour/seven (7) day a week coverage is required at specified Locations, Contractor will be required to provide services on County-recognized holidays.	100%	Observation and Review	\$100 per occurrence for failure to provide required service.
21. SOW: Section 1.0, Scope of Work, Subsection 1.2	In addition to the staffing required in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, a minimum of ten (10) percent additional security guard personnel who are cleared, trained, certified, and equipped must be available for deployment at any time by Contractor throughout the term of the Contract. The ten (10) percent additional security guard personnel must include on-call security guard staff available with the same requirements listed above to maintain the level of service required in the contract to ensure no open posts.	100%	Review of Contractor employment records and inspection	\$50 per person short of the ten (10) percent, per inspection.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
22. SOW: Paragraph 6.3.3, Administrative File	Contractor must maintain an Administrative File for each employee scheduled for a background investigation and prior to the start of Contract. The Administrative File must contain copies of the items listed in subparagraphs 6.3.3.1 – 6.3.3.2 of Exhibit A, SOW.	100%	Review	\$50 per incomplete administrative file, per occurrence.
23. SOW: Subparagraph 6.3.3.3 - Preliminary and Annual Physicals/Examination/Testing/Proof of Vaccination	Contractor must provide initial physical examination and testing, and provide proof of vaccination, as specified, for all Security Guards, Security Guard Supervisors; including any employee designated as Contractor Project Manager, Lead Supervisor, and Contractor Contract Manager assigned to provide services under this Contract at the time the Administrative file is submitted for County review, and annually thereafter.	100%	Observation and Inspection	\$50 per employee with incomplete/out-of-date physical examination records.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
24. SOW: Sub-paragraph 6.4.1, Uniforms/Identification Badges, sub-paragraph 6.4.1.1	The Contractor must ensure that all on-duty Security Guards and Security Guard Supervisors wear complete DPSS approved uniforms. The Contractor must provide all employees providing services under the Contract with a DPSS approved uniform as specified in 6.4.1.3. Uniforms must be the same for all assigned Security Guards and Security Guard Supervisors, unless an exception is required or approved by the DPSS Security Coordinator.	100%	Observation	\$50 per occurrence
25. SOW: paragraphs 6.4.2, Security Guard Equipment/Accessories & 6.4.3, Materials and Equipment	All armed Security Guards and Security Guard Supervisors (including relief, as required) must be equipped by the Contractor with at least the equipment and accessories specified in paragraphs 6.4.2; & 6.4.3 of the SOW.	100%	Observation	\$50 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
26. SOW: sub-paragraph 6.4.3.1, Radios	Contractor must provide hand-held radios, desktop radio(s), batteries, radio charger, supplies, and maintenance for radios, as specified in subparagraph 6.4.3.1, of the SOW.	100%	Observation	\$50 per occurrence for inoperable radios or missing radio equipment or supplies
27. SOW: Paragraph 6.4.4, Vehicles, subparagraphs 6.4.4.1 & 6.4.4.5	Contractor must provide vehicles for Contractor's relief personnel and Security Guard Supervisors to enable them to provide relief, make their rounds of inspections, conduct random site visits, and fulfill relief and supervisory responsibilities at the different Locations. Contractor must maintain and provide, upon request by County, a current Vehicle List.	100%	Observation and Inspection of work schedules and records	\$50 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
28. SOW: Subsection 6.5, Security Guard and Armed Security Guard Supervisor Training Requirements, paragraph 6.5.1	A detailed outline of all required training is provided in Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline. Any required certifications must be validated and documented on employee training records, as specified in Subsection 8.8, Security Guard and Security Guard Supervisor Training Program Reports, of the SOW.	100%	Observation and Inspection	\$50 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
29. SOW: sub-paragraph 6.5.1.2	Contractor must submit to CCA, within ten (10) business days of the effective date of this Contract, quarterly, and upon County request a report of the training courses completed by Security Guards and Security Guard Supervisors performing services under the Contract. This report must include a roster of Security Guards and Security Guard Supervisors, and each training course attended, as well as a schedule of ongoing training and future training requirements for employees as specified in Exhibit A, SOW, Section 8.0, Reporting Requirements.	100%	Observation and Inspection	\$50 per day
30. SOW: paragraph 6.5.3	Contractor must ensure all Security Guards and Security Guard Supervisors are trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked by the user daily for safety. All Security Guards and Security Guard Supervisors must be provided with, and trained in the use of, safety and protective equipment by the Contractor according to OSHA standards.	100%	Observation and Inspection	\$50 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
31. SOW: paragraph 6.5.6, Weapon Screening, Magnetometer, and X-ray Machine Training	Contractor must provide weapon screening, magnetometer, and X-ray machine training to Security Guards and Security Guard Supervisors located at Locations having such equipment. Such training must be provided at the time Armed Security Guard and Security Guard Supervisors are assigned to Post. Contractor must certify that Security Guard and Security Guard Supervisors are competent in equipment use, as set forth in Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline.	100%	Observation and Inspection	\$50 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
32. SOW: paragraph 6.5.7, Quarterly Customer Service Training	Every three (3) months, the Contractor must provide one (1) hour of Customer Service Training instruction to all assigned Security Guard and Security Guard Supervisor personnel and verification must be provided to the CCA upon request. Quarterly Customer Service Training must include topics set forth in Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline under Section Two: Mandatory and Elective Courses Required to be maintained in Administrative File, paragraph A, Public Relations, Community and Customer (Mandatory) and topics set forth in Exhibit A-1, SOW Attachment 4, Statement on Workplace Equality and Acknowledgement of Receipt of this SOW. Contractor must ensure Security Guard and Security Guard Supervisor personnel continuously display courtesy, cultural sensitivity, good manners, and a professional and respectful demeanor. These courses are mandatory in addition to the continuing education courses specified in Exhibit A-1, SOW Attachment 3, Armed Security Guard Services Training Outline of this SOW under Section Five: Annual and/or Continuing Educational Training.	100%	Observation, review and Inspection of Records	\$50 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
33. SOW: Subsection 6.6, Contractor Office	Contractor must provide an after-hours phone number that will be staffed by Contractor staff	98%	Observation	\$25 per hour beyond the one (1) hour call back time.
34. SOW: Subsection 6.7, Contractor Continuity of Operational Planning (COOP) and Disaster Preparedness Plan - Emergency Response	Prepare a COOP and Disaster Preparedness Plan for each Location within thirty (30) calendar days of commencement of the Contract. Final approval of the COOP will be provided in writing by the DPSS Senior Disaster Services analyst. Any additional revisions will be due within ten (10) business days upon DPSS Senior Disaster Service Analyst request. The COOP and Disaster Preparedness Plan requirements are to be met completely and at all times, as specified in paragraphs 6.7.1 and 6.7.2 of this SOW.	100%	Observation, review and Inspection of Records	\$500 per unexcused occurrence for failure to comply with any component of the COOP and Disaster Preparedness Plan requirement; and, if non-compliance persists, possible termination for default of Contract for continued failure to perform; and debarment for up to three years.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
35. SOW: Subsection 7.1, Security Guard and Armed Security Guard Supervisor General Requirements and Qualifications, paragraph 7.1.1	Security Guards and Security Guard Supervisors must possess basic writing skills and computer knowledge for notetaking and completing report forms, the ability to write and speak in English, the ability to work with the public and with County employees in a courteous and respectful manner, and the ability to accept responsibility and work independently.	100%	Observation, random and/or scheduled inspection of reports	\$50 per occurrence per employee
36. SOW: Subsection 7.1, Security Guard and Armed Security Guard Supervisor General Requirements and Qualification, paragraph 7.1.2	Security Guards and Security Guard Supervisors must have satisfactorily completed California DCA, BSIS, and County training requirements as required in this SOW and otherwise.	100%	Observation and inspection of reports	\$50 per occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
37. SOW: Subsection 7.1, Security Guard and Armed Security Guard Supervisor General Requirements and Qualification, paragraph 7.1.4	Security Guards and Security Guard Supervisors must have a working knowledge of pertinent California Penal Code Sections (i.e., power of arrest, and search and seizure).	100%	Observation and inspection of employee files	\$50 per occurrence per employee
38. SOW: Subsection 7.1, Security Guard and Armed Security Guard Supervisor General Requirements and Qualification, paragraph 7.1.5	Security Guards and Security Guard Supervisors must keep current and have the proper and current certificates and licenses required to perform the services under the Contract, including but not limited to those specified in paragraph 6.3.3, Administrative File, of this SOW.	100%	Inspection of employee files and reports	\$50 per occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
39. SOW: Subsection 7.1, Security Guard and Armed Security Guard Supervisor General Requirements and Qualification, paragraph 7.1.6	Security Guards and Security Guard Supervisors must be in good physical condition and must be able to carry out all work requirements specified in the Contract.	100%	Observation and inspection of employee files and management reports	\$50 per occurrence per employee
40. SOW: Subsection 7.1, Security Guard and Armed Security Guard Supervisor General Requirements and Qualification, paragraph 7.1.7	Security Guards and Security Guard Supervisors must receive site-specific training provided by the Contractor, as applicable, prior to beginning work under the Contract, as stated in the Post Orders developed and provided by the DPSS as described in SOW sub-paragraph 5.2.5.1, Post Orders: County form and subsection 6.5, Security Guard and Security Guard Supervisor Training Requirements.	100%	Observation and inspection of employee files and management reports	\$50 per occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
41. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.1	Security Guards and Security Guard Supervisors must not eat, read, or use personal radios, cellular telephones, televisions, any kind of electronic entertainment devices, Compact Disc players, or tape players at their Posts at any time.	100%	Observation and inspection	\$50 per occurrence per employee
42. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.2	Security Guards and Security Guard Supervisors must be in full uniform, punctual, remain awake, alert, and attentive during their shifts, without exception in accordance with General Post Orders and/or Site Specific Post Orders.	100%	Observation and random site visits	\$100 Open Post assessment per occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
43. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.3	Security Guards and Security Guard Supervisors must report to work in full uniform attire as specified in paragraph 6.4.1, Uniforms/Identification Badges of this SOW with all required equipment/accessories as specified in paragraph 6.4.2, Security Guard Equipment/Accessories and with all materials and equipment as specified in paragraph 6.4.3, Materials and Equipment of this SOW.	100%	Observation and inspection	\$50 per occurrence per employee
44. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.4	Security Guards and Security Guard Supervisors must not remove or borrow items owned by County employees. Such items include, but are not limited to, radios, heaters, fans, etc.	100%	Observation and random site inspection	\$50 per occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
45. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.5	Contractor is responsible for filling assigned Posts at all times according to the schedule set forth in Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone of this SOW. Security Guards and Security Guard Supervisors must not leave their assigned Posts until properly relieved. Contractor will be responsible for payment of relief staff and coverage, including relief that covers lunch and break times.	100%	Observation, inspection of timesheets, management reports and random site visit	\$100assessment per occurrence per employee
46. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.6	Security Guards and Security Guard Supervisors must not use any County telephones except for the purpose of making or receiving calls to or from their supervisors, emergency contacts, or County representatives.	100%	Observation and inspection	\$50 per occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
47. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.7	Security Guards and Security Guard Supervisors must present a professional demeanor at all times. Excessive socializing with the public, County employees, or other Security Guards and Security Guard Supervisors during working hours is prohibited.	100%	Observation and random site visits	\$50 per occurrence per employee
48. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.8	Security Guards and Security Guard Supervisors must maintain their Post desk in a neat and presentable manner.	100%	Observation and inspection	\$25 per occurrence per employee
49. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.9	Security Guards and Security Guard Supervisors must have a good working knowledge of lawful public restraint procedures.	100%	Observation	\$100 per occurrence per employee
50. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.10	Security Guards and Security Guard Supervisors must react immediately and take command of security incidents and use sound judgment and discretion in handling unruly members of the public.	100%	Observation and random site inspection	\$50 per occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
51. SOW: Subsection 7.2, General Performance Requirements, paragraph 7.2.11	Security Guards and Security Guard Supervisors, and other Contractor employees, must not store firearms or contraband in County locations. Security Guards and Security Guard Supervisors and other Contractor employees must not bring firearms, other than those approved for their use under the Contract, into County Locations. Security Guards and Security Guard Supervisors and other Contract employees must not bring visitors into County Locations.	100%	Observation and random site visits	\$250 per occurrence per employee
52. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.1	Sign-in and sign-out each day using both an Electronic Post Confirmation System and a hard copy Security Guard Sign In/Out Sheet, provided by the Contractor and located at each Post. Guards must report to work on time and hold over on assigned duties until relieved.	100%	Observation, inspection of time sheets and random site visits	\$50 per occurrence per employee
53. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.2	Operate and test weapon screening equipment, including x-ray machine and magnetometers, both screen-operated and hand-held, CCTV systems, and panic alarms systems, if required.	100%	Observation and random site visit	\$50 per occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
54. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.4	Detain individuals for further investigation when circumstances and conditions warrant such action and there is reasonable suspicion and cause to do so. As soon as safely possible, but no later than one (1) hour from the detention, they must report such actions to the Facility Proprietor.	100%	Observation, review of written incident and other management reports	\$50 per occurrence per employee
55. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.5	Physically intervene in emergency situations, in accordance with all legal restraint requirements, when necessary to prevent injurious acts to persons or property within County property. Contract guards must conduct searches, as required, for firearms and contraband, and provide details on individuals for investigations, detention or arrest.	100%	Observation, review of written incident reports and other management reports	\$500 per occurrence per employee
56. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.7	Investigate questionable acts or behavior observed or reported on County property and question witnesses and suspects to ascertain or verify facts.	100%	Observation and review of incident reports	\$50 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
57. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.8	Provide Security Guard escort services to and from buildings and vehicles within County property, which includes but may not be limited to County parking lots, County parking structures, lobbies, foyers, and County driveways, as directed by on site Facility Proprietor and as duties permit, to members of the public or County employees.	100%	Observation and random site visit	\$50 per occurrence per employee
58. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.9	Monitor the security of safe and secure areas within each Location where equipment or items of value are stored.	100%	Observation, review of written incident reports and other management reports	\$50 per occurrence per employee
59. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.10	Lock and unlock gates and doors as directed in Site-Specific Post Orders or by District Director, or Facility Proprietor during emergency situations.	100%	Observation, site inspection and review of reports	\$50 per occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
60. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.12	Ensure that only authorized personnel are permitted access to closed or restricted Locations or areas and detain unidentified or unauthorized individuals as directed by Site-Specific Post Orders. Visually inspect all persons, including County employees, for proper identification and require such individuals to sign in and sign out of a Location, as required in Site-Specific Post Orders.	100%	Observation and review of incident reports	\$100 per occurrence
61. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.13	Raise and lower flags at designated times according to General Post Orders and, Site-Specific Post Orders.	100%	Observation and random site visit	\$50 per occurrence
62. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.14	Respond to reports of ill or injured visitors, patrons, or employees; render first aid and notify local law enforcement and/or emergency personnel. Report incident to DPSS personnel or Facility Proprietor as soon as practicably feasible and request further assistance if necessary.	100%	Observation and review of written incident reports	\$100 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
63. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.15	Relay reports of bomb threats immediately to corresponding law enforcement agency, Facility Proprietor and DPSS personnel, and participate in bomb searches organized by corresponding law enforcement agency or other law enforcement agency personnel.	100%	Observation and review of written incident reports	\$500 per occurrence per employee
64. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.17	Monitor panic alarm systems, electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots, as required in in General Post Orders and, Site-Specific Post Orders.	100%	Observation and review of incident reports	\$50 per occurrence
65. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.18	Receive additional training in the use of Contractor-provided radio equipment, including knowledge of all appropriate codes, and ensure that such equipment is properly used, stored and maintained as required by Location. Contractor is required to provide all radios for Security Guards and at least one radio for each Facility Proprietor, as specified in sub-paragraph 6.4.3.1, Radios of this SOW.	100%	Observation and inspection	\$50 per employee per week

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
66. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.19	Conduct regular foot and vehicle patrols of Locations, utilizing Contractor-issued motor vehicles, as required in General Post Orders, Site-Specific Post Orders, or as directed by the Facility Proprietor. Conduct vehicle traffic control services when requested by the Facility Proprietor.	100%	Observation, random inspections and review of reports	\$50 per occurrence
67. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, paragraph 7.3.20	Security Guard and Security Guard Supervisor must possess working knowledge of assigned Location; and procedures for reporting and/or correcting hazardous conditions.	100%	Observation and review of written incident reports	\$50 per occurrence
68. SOW: Sub-paragraph 7.3 - Security Guard Duties, Restrictions and Obligations, paragraph 7.3.21	Monitor parking and issue parking violation notices as directed in General Post Orders, Site-Specific Post Orders, or as directed by the Facility Proprietor.	100%	Observation and random site visits	\$50 per occurrence
69. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, sub-paragraph 7.3.22.1	Security Guards must not store any firearms, firearm accessory, baton, ammunition, or Sam/Sally Browne belt at any Location where services under the Contract are being provided.	100%	Observation, random inspection and written incident reports	\$200 per occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
70. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, subparagraph 7.3.22.2	Security Guards must not remove firearms, batons, Sam/Sally Browne belts from their persons or leave such items unattended at any Location, unless under extreme emergency or in a life-threatening situation, or unless specifically authorized, in writing, by DPSS Security Coordinator.	100%	Observation, inspection and written incident reports	\$500 per occurrence per employee
71. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, subparagraph 7.3.22.4	Security Guards and Security Guard Supervisors must not clean firearms at any Location at any time.	100%	Observation, inspection and review of written incident reports	\$200 per occurrence per employee
72. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, subparagraph 7.3.22.5	Security Guards and Security Guard Supervisors must not bring in, and must not use, unauthorized firearms, holsters, and ammunition at any Location at any time.	100%	Observation, random site visits and written incident reports	\$200 per occurrence per employee

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
73. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, sub-paragraph 7.3.22.6	In the event of an incident involving serious misuse of authority or violation of firearm regulations by Security Guard or any Contractor employees, the County may proceed with and conduct an administrative investigation. Contractor must fully cooperate with County in such situation, including, but not limited to, submitting documentation requested by the County.	100%	Interview, inspection of documents and written incident reports	\$500 per occurrence per employee
74. SOW: Subsection 7.3, Security Guard Duties, Restrictions and Obligations, sub-paragraphs 7.3.22.7 and 7.3.22.8	Contractor must maintain all firearms, ammunition, and accessories in good working condition. Firearms and ammunition used by Security Guards and Security Guard Supervisors will be subject to inspection by authorized County personnel at any time.	100%	Observation, random and scheduled inspections	\$200 per occurrence
75. SOW: Subsection 7.4, Armed Security Guard Supervisor Duties, paragraphs 7.4.1	Provide direction and instruction to posted and/or patrolling Security Guards by making daily rounds of assigned Locations and monitoring Security Guards' performance under this Contract.	100%	Observation, scheduled and random site visits	\$100 per occurrence per Security Guard Supervisor

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
76. SOW: Subsection 7.4, Armed Security Guard Supervisor Duties, paragraph 7.4.2	Explain post procedures which are outlined in General Post Orders and Site-Specific Post Orders to assigned Security Guards.	100%	Observation, scheduled and random site visits	\$50 per occurrence
77. SOW: Subsection 7.4, Armed Security Guard Supervisor, Duties, paragraph 7.4.3	Immediately respond to on-site emergencies, providing support as needed.	100%	Observation and incident reports	\$100 per occurrence
78. SOW: Subsection 7.4, Armed Security Guard Supervisor Duties, paragraph 7.4.4	Provide training to Security Guards under his/her supervision and ensure that each Security Guard fully understands the duties and services to be provided under the Contract, prior to Security Guard starting work as set forth throughout the Contract.	100%	Observation, inspection of training records & Interview	\$50 per occurrence per Security Guard Supervisor
79. SOW: Subsection 7.4, Armed Security Guard Supervisor Duties, paragraphs 7.4.5 and 7.4.6	Be available to inspections from County personnel. Be available to the Security Guards under his/her supervision at all times during the assigned shift.	100%	Observation, random site visits and guard Interviews	\$50 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
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SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
80. SOW: Subsection 7.4, Armed Security Guard Supervisor Duties, paragraph 7.4.7	Provide technical and administrative advice to Security Guards as appropriate.	100%	Observation, random site visits and guard Interviews	\$50 per occurrence
81. SOW: Subsection 7.4, Armed Security Guard Supervisor Duties, paragraph 7.4.8	Ensure that assigned Security Guard coverage is appropriate and adequate to meet County requirements.	100%	Observation, inspection of log sheets, management reports and random inspections	\$50 per occurrence
82. SOW: Subsection 7.4, Armed Security Guard Supervisor Duties, paragraph 7.4.10	Respond to requests from Security Guards for assistance.	100%	Observation, random site visits, and guard Interviews	\$100 per occurrence
83. SOW: Subsection 7.4, Armed Security Guard Supervisor, Duties, paragraph 7.4.11	Have a thorough knowledge of radio usage and codes, and train Security Guards in these areas.	100%	Observation, inspection of employee files and management reports	\$50 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
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SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
84. SOW: Subsection 7.4, Armed Security Guard Supervisor Duties, paragraph 7.4.12	Conduct investigations of incidents and prepare a written memorandum to be provided to Security Coordinator upon request.	100%	Inspection of incident and management reports	\$100 per occurrence per Security Guard Supervisor
85. SOW: Subsection 7.4, Armed Security Guard Supervisor Duties, paragraph 7.4.13	Drive a Contractor-provided motor vehicle to the different assigned Locations.	100%	Observation, inspection of work schedules, logbooks and records	\$50 per occurrence
86. SOW: Subsection 7.4, Armed Security Guard Supervisor Duties, paragraph 7.4.14	Sign-in and sign-out at visited Locations. A Security Guard Supervisor must sign in/out using both the Electronic Post Confirmation System and the hard copy sign-in/sign-out sheet, provided by the Contractor, to record each Location visited.	100%	Observation, inspection of time sheets and random site visits	\$50 per occurrence per Security Guard Supervisor
87. SOW: Subsection 7.4, Armed Security Guard Supervisor Duties, paragraph 7.4.15	Provide relief for Security Guard breaks and meals as required.	100%	Observation and inspection	\$50 per occurrence

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SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
88. SOW: Subsection 8.1, Invoices	Contractor must furnish to the County, in a timely manner, true, accurate, and complete Monthly Invoice(s), with all necessary supporting documentation, as set forth in Subsection 5.5, Invoices and Payments, of the Contract.	100%	Review of report	\$50 per occurrence for incomplete, inaccurate, or late monthly invoices

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SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
89. SOW: Subsection 8.3, Monthly Inspection Report	A Monthly Inspection Report (MIR) is to be completed by the end of each month, and submitted to the CCA with a copy to the DPSS Security Coordinator on the fifteenth (15 th) calendar day of the following month for each Location for which services were provided, according to Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone, of the SOW, which must provide full details on all services provided, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action must be provided. A complete record of all MIRs conducted by Contractor must be made available upon request by County and include recommendations regarding security and safety as it relates to, County facilities, employees, and visitors. Contractor must maintain all MIR records and reports for five (5) years following termination of the Contract.	100%	Review of report	\$50 per occurrence or incomplete or delayed report.

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SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
90. SOW: Subsection 8.5, Procedural Manual	Contractor must develop and provide a procedural manual describing how Contractor will inform their employees of procedural changes made by County to its employees, within ten (10) business days of the effective date of this Contract.	100%	Review of plan	\$25 per day late.
91. SOW: Subsection 8.6, Complaint Investigation Procedures	Within ten (10) business days of the effective date of this Contract, Contractor must develop, maintain, and follow procedures for receiving, investigating and responding to complaints by Security Guards, Security Guard Supervisors, members of the public, and/or County personnel.	100%	Review of manual	\$25 per day late.

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SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
92. SOW: Subsection 8.7, Firearms List, paragraphs 8.7.1 and 8.7.2	Contractor must develop and maintain a list of firearms assigned to each Security Guard and Security Guard Supervisor providing service under this contract. The list shall include the make, manufacturer, and serial number of each firearm assigned to each Security Guard or Security Guard Supervisor. The firearms list must be provided to the CCA with a copy to the DPSS Security Coordinator within ten (10) days of the effective date of this contract and with an updated list provided prior to a Security Guard or Security Guard Supervisor being assigned to a Location. Contractor must be responsible for keeping the firearms list up-to-date, adding or deleting personnel, and noting other changes as appropriate. Contractor must provide CCA with an updated firearms list upon request.	100%	Review and Inspection	\$50 per occurrence

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
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SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
93. SOW: Subsection 8.8, Security Guard and Armed Security Guard Supervisor Training Program Reports, paragraph 8.8.1, Training Tracker, Training Compliance Report, and Notification of Required County Training	Contractor must ensure that all Security Guards Security Guard Supervisors and Lead Supervisors remain current in all required training and certifications, including but not limited to required updates provided by County and those listed under Exhibit A-1, SOW Attachment 3. Contractor must establish a method of tracking all required certificates, training, and training updates required under this Contract. Contractor must provide a Training Compliance Report upon request by the County.	100%	Observation and Inspection	\$50 per occurrence
94. SOW: Subsection 8.8, Security Guard and Armed Security Guard Supervisor Training Program Reports, subparagraph 8.8.2.3, In-Service Training Report	Contractor must provide a monthly report of all in-service training (training received while providing services at a Location) to CCA by the tenth (10) calendar day of the following month in which training has been completed.	100%	Review and Inspection	\$50 per occurrence in required reporting

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
95. SOW: paragraph 8.8.2, Security Guard and Armed Security Guard Supervisor Training Records, sub-paragraph 8.8.2.1	Contractor must be responsible for maintaining a Training File for each employee assigned to provide services under the Contract. The Training File must contain copies of completed Contractor background investigation records; records of training received from Contractor or County with dated certificates of completion; current cards, licenses, and certifications; a brief biological sketch of the employee; and any additional information as required by County. The Training File must be kept by Contractor, updated with current information on an on-going basis, and made available for inspection upon request by County, state, or federal representatives. On-site storage and retrieval of Security Guard and Security Guard Supervisor Training Files may be required, based on the needs of the Location where services are performed.	100%	Review and Inspection	\$50 per incomplete/missing employee file, per inspection, as noted under number Twenty-five (25), Training File, and number One Hundred One (101) of this PRS.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
96. SOW: Subsection 8.9, Notification of Infectious Potential, Paragraphs 8.9.1 and 8.9.3	Contractor must immediately notify the DPSS Security Coordinator and the CCA if any Security Guard or Security Guard Supervisor reports contact with or shows signs or symptoms that could be indicative of an infectious disease. Any Security Guard or Security Guard Supervisor determined to have infectious potential must be removed from his/her Post until it has been determined that the individual is no longer infectious as evidenced by a doctor's note. Utilizing available public information, Contractor must, make its employees aware of recommended vaccinations for diseases that can be prevented by vaccination.	100%	Review and Inspection	\$50 per occurrence for failure to remove infectious Security Guard or Security Guard Supervisor \$50 per occurrence for failure to provide vaccination information.
97. SOW: Sub-section 8.11, Daily/Weekly Reporting Documents	Contractor must maintain Security Guard and Security Guard Supervisor Sign In/Out Sheets, and Daily Activity Reports (DAR) at each Location where services are provided. The completed Sign In/Out Sheets must be submitted with monthly invoices to CCA, or designee, for review.	100%	Review and Inspection	\$50 per incomplete/missing documents \$50 per day for each document for delay in submission

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) – PART TWO OF TWO
SECURITY GUARD SERVICES**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	LIQUIDATED DAMAGES
98. SOW: Subsection 8.12, Incident Report (IR), paragraph 8.12.1	Security Guards and Security Guard Supervisors must report any lost, theft, or misuse of any Contractor-owned or County-owned equipment immediately to Facility Proprietor and Contractor Project Manager by phone and email. Preliminary notification is to be followed by written memorandum or an IR by the end of shift. Written documentation must include at a minimum: report date, date of occurrence, time, and Location where item became lost or was stolen, description of missing item, serial number (if applicable), and Contractor and County employees assigned to Post. The DPSS Security Coordinator will immediately follow-up with the Facility Proprietor with a copy to the CCA. Facility Proprietor will complete a County SIR regarding the incident.	100%	Review and Inspection	\$50 per occurrence for failure to make immediate notification as required. \$50 per day for delay in submission

CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date:		Contractor Response Received:			
Contractor:	Contract No.	County's Contract Administrator:			
Contact Person:	Telephone: () -	County's Contract Administrator Signature:			
Email:		Email:			
A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond to the County Contract Administrator identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.					
No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1					
2					
3					
4					

*Use additional sheets if necessary

Contractor's Representative Signature

Date Signed

**Additional
Comments:**

FACILITY DISCREPANCY REPORT (FDR)FDR # _____
(completed by CAM/OESSEM)

CONTRACTOR/CONTRACT #:

DPSS FACILITY:

DPSS PERSON REPORTING:

CONTACT INFO:

PREPARED ON:

EMAIL TO:

DISCREPANCY DATE AND TIME:

GUARD INFORMATION (FIRST/LAST NAME):

DETAILED DESCRIPTION OF DISCREPANCY:

*****BELOW SECTION FOR CAM/OESSEM USE ONLY*****

DATE DISCREPANCY REPORT RECEIVED BY CAM/OSM _____

CAM SUBMIT FOR CONTRACT DISCREPANCY REPORT?

YES

NO

☐☐

CONTRACT DISCREPANCY REPORT _____

ISSUE DATE _____

DPSS SECURITY GUARD ROTATION CHART

DPSS SECURITY GUARD ROTATION CHART

(Page 1 of 2)

	Parking Lot	X-Ray	Metal Detector	2nd FI Lobby 2 & 3	3rd FI Lobby	Patrol/Break Reliever	Guard 7 M&F
0600-0630	Guard 1						
0630-0730	Guard 1	Guard 2					
0730-0830	Guard 2	Guard 1	0800 Hrs Guard 3				0800-0900 2nd FI Lobby 2 & 3
0830-0930	Guard 3	Guard 2	Guard 4	Guard 1	0900 Hrs Guard 5		0900-1000 2nd FI Lobby 2 & 3
0930-1030	Guard 4	Guard 3	Guard 5	Guard 2	Guard 6	Guard 1	1000-1100 2nd FI Lobby 2 & 3
1030-1130	Guard 5	Guard 4	Guard 6	Guard 3	Guard 2 1030-1100 Guard 1	Guard 2 1100-1130	1100-1200 2nd FI Lobby 2 & 3
1130-1230	Guard 6	Guard 5	Guard 1	Guard 4	Guard 2		
1230-1330	Guard 1	Guard 6	Guard 2	Guard 5	Guard 3 1250-1330	Guard 3 1230-1250	1300-1400 2nd FI Lobby 2 & 3
1330-1430	Guard 2	Guard 1	Guard 3	Guard 6	Guard 4		1400-1500 2nd FI Lobby 2 & 3
1430-1530	Guard 3	Guard 5	Guard 4				1500-1600 2nd FI Lobby 2 & 3
1530-1630	Guard 6	Guard 4	Guard 5	Guard 3 : 1700 Hrs		Guard 3 1530-1550	1600-1700 3rd FI Lobby
1630-1730	Guard 4	Guard 5	Guard 6				
1730-1830	Guard 5 : 1800	Guard 6					

DPSS SECURITY GUARD ROTATION CHART
DPSS SECURITY GUARD ROTATION CHART

(Page 2 of 2)

SCHEDULES / BREAKS

	Shift	1st 10 Min Break	Lunch	2nd 10 Min Break
Guard 1	0600-1430	0830-0840	1030-1100	1230-1240
Guard 2	0630-1430	0930-0940	LOP	1240-1250
Guard 3	0800-1700	0940-0950	1130-1230	1530-1540
Guard 4	0830-1730	0950-1000	1230-1330	1540-1550
Guard 5	0900-1800	1100-1110	1330-1430	1700-1710
Guard 6	0930-1830	1110-1120	1430-1530	1710-1720
Guard 7	0800-1700	1000-1010	1200-1300	1530-1540

Attachment I

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES



CODE OF CONDUCT POLICY AND PROCEDURES

Revised: December 2025

County of Los Angeles Department of Public Social Services	THE CODE OF CONDUCT POLICY

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County of Los Angeles
Department of Public Social Services

THE CODE OF
CONDUCT POLICY

1. PURPOSE

The Code of Conduct Policy is designed to provide guidelines to the Department of Public Social Services (DPSS) staff and security personnel on how to respond to clients/visitors' disruptive behavior in a DPSS office.

2. POLICY

In accordance with the Code of Conduct and California Penal Code (PC) Sections 422(a), 594(a), and 602.1(b), the Department Head is responsible for developing and implementing an effective security policy adapted to the Department's specialized needs.

DPSS strives to improve the safety and well-being of employees, security personnel, and visitors by implementing and maintaining a Code of Conduct Policy. The Code of Conduct Policy shall bring a more safe, pleasant, and courteous work environment.

It is the responsibility of all Office Heads, supervisors, employees, and security personnel to carry out their responsibilities outlined in this policy and must actively participate in every policy component.

3. DEFINITIONS

Code of Conduct: Standards of behavior expected of customers and visitors who enter a DPSS office.

Code of Conduct Policy: A clear set of guidelines and expectations that all employees must follow.

4. REFERENCES

PC Sections:

422(a): Any person who willfully threatens to commit a crime which will result in death or great bodily injury to another person, with the specific intent that the statement, made verbally, in writing, or by means of an electronic communication device, is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, shall be punished by imprisonment in county jail not to exceed one (1) year, or by imprisonment in state prison.

**County of Los Angeles
Department of Public Social Services**

**THE CODE OF
CONDUCT POLICY**

594(a): Every person who maliciously commits any of the following acts with respect to any real or personal property not their own, in cases other than those specified by state law, is guilty of vandalism:

- Defaces with graffiti or other inscribed material
- Damages
- Destroys

Whenever a person violates this subdivision with respect to real property, vehicles, signs, fixtures, furnishings, or property belonging to any public entity, as defined by Section 811.2 of the Government Code or the federal government, it shall be a permissive inference that the person neither owned the property nor had the permission of the owner to deface, damage, or destroy the property.

602.1(b): Any person who intentionally interferes with any lawful business carried on by the employees of a public agency open to the public, by obstructing or intimidating those attempting to carry on business, or those persons there to transact business with the public agency, and who refuses to leave the premises of the public agency after being requested to leave by the office manager or a supervisor of the public agency, or by a peace officer acting at the request of the office manager or a supervisor of the public agency, is guilty of a misdemeanor, punishable by imprisonment in a county jail for up to 90 days, or by a fine of up to \$400, or by both imprisonment and fine.

5. RESPONSIBLE PERSONS

A. All Employees

Ensure that the Code of Conduct Table is readily available to be used by staff as a reference.

- If the visitor's behavior poses imminent danger (e.g., life threatening, physical contact of any kind, and/or aggression) perform the following steps:
 - Push the panic button or ask for assistance from the on-site security personnel.
 - Notify a supervisor/manager as soon as possible.
 - Provide supervisor/administration with as much detail as possible (e.g., time of incident, location of incident, individuals involved, and what happened).

**County of Los Angeles
Department of Public Social Services**

**THE CODE OF
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- If the visitor's behavior does not pose imminent danger, but still violates the Code of Conduct Policy:
 - Verbally inform the visitor of the Code of Conduct and remind them that they will be asked to vacate the premises if the behavior persists.
 - Immediately notify a supervisor/manger with as much detail as possible (e.g., time of incident, location of incident, individuals involved, and what happened).
- If a member of the public who is seeking DPSS services via a call center violates the Code of Conduct by using profanity, unprofessional, or discourteous language, the employee shall:
 - Verbally inform the caller of the Code of Conduct and remind them that the call will be disconnected or terminated if the behavior persists.
 - If behavior persist, disconnect, or terminate the call.
 - If the call is disconnected or terminated, immediately notify a supervisor/manager with as much detail as possible (e.g., time of incident, individuals involved, and what happened).

B. Supervisors

- Ensure subordinate staff are aware of the Code of Conduct Table and are readily available to be used as a reference.
- Act immediately when a violation of the Code of Conduct is reported or observed.
- Evaluate the information provided by the employee for each occurrence and identify appropriate action to be taken.
- Refer the visitor to the Code of Conduct and remind them they will be asked to vacate the premises if the behavior persists.
- Notify the Office Head/administration immediately upon the incident occurrence and any action(s) taken.
- If behavior persist, notify on-site security personnel to assist by reminding the individual that their behavior or action is in violation of the Code of Conduct Policy.

**County of Los Angeles
Department of Public Social Services**

**THE CODE OF
CONDUCT POLICY**

- Supervisors in a call center environment shall report any Code of Conduct violations to the Office Head or administration via email to determine the next appropriate step.

C. Office Head/Administration

- Ensure that security personnel are following the guidelines of the Post Orders.
- Ensure that important phone numbers are readily available to be used. (Private Security Guard Supervisor and the local enforcement entity responsible for the office).
- Ensure the Code of Conduct is readily available to be used by staff as a reference.
- Ensure all the Code of Conduct and trespassing signage is posted and clearly visible to the public.
- Verbally inform the visitor of the Code of Conduct and remind them that they will be asked to vacate the premises if their behavior persists.
- After verbal warning, notify on-site security personnel that the individual is in violation of the Code of Conduct and will be asked to leave the premises.
- Inform the customer/visitor that the Department's Code of Conduct was not followed and ask the visitor to leave the premises immediately.
- Present the customer/visitor with a plan of action, such as contacting the Customer Service Center and/or utilizing the online services via BenefitsCal (Provide BenefitsCal Flyer – Appendix B) or have the customer return after 24 hours if they have not completed their business. Avoid servicing customers outside of the building to promote workplace safety and discourage disruptive behavior.
- Request assistance from law enforcement when customer/visitor fails to comply with vacating DPSS premises.
- Complete the citizen's arrest paperwork if law enforcement intervenes and an arrest has been made.
- Complete and submit a Security Incident Report (SIR).

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CONDUCT POLICY**

- Evaluate the information provided by the employee for each occurrence, identify appropriate action to be taken, and follow-up accordingly (Employee Assistance Program, Civil Rights, Property Management and Strategic Space Plan, SIR, etc.).
- Office Heads in a call center environment, shall evaluate the information provided by the employee for each occurrence, identify appropriate action to be taken, and follow up accordingly (Employee Assistance Program, Civil Rights, Property Management and Strategic Space Plan, SIR, etc.).

D. Security Personnel

- Notify Office Head/administration immediately upon an incident occurrence.
- Be present upon the request by the Office Head/administration, supervisor, or any employee.
- Verbally remind/inform the visitor of the Code of Conduct Policy.
- Inform the visitor their behavior and/or language is a violation of the Code of Conduct Policy and request them to leave the premises.
- Request assistance from local law enforcement when customer/visitor fails to comply with vacating DPSS premises

6. EXPECTATIONS FOR USE OF THE CODE OF CONDUCT POLICY

All employees are expected to adhere to the following guidelines for the Code of Conduct Policy:

- Staff shall ensure the use of Code of Conduct Policy is due to a behavior violation or disruptive conduct.
- Staff shall ensure that they follow the guidelines provided to determine an appropriate course of action.
- All incidents of Code of Conduct behavior violations should be reported by staff through the appropriate chain of responsibility.
- When determining an appropriate action, DPSS staff should reference to the Code of Conduct Table.

A. Code of Conduct Table

All staff utilizing the Code of Conduct Policy will have access to the table which will provide staff with guidelines to determine an appropriate action for disruptive conduct in a DPSS office.

The Office Head, Customer Service Liaison, or designees have the discretion to recommend actions or modify plans of action based on the situation, operation, and business needs.

The table provides staff with guidance on immediate and follow-up actions to be taken when there is disruptive behavior at a DPSS office; this is only intended to be used as a tool and may not include all situations, actions, or instances that may arise.

County of Los Angeles
Department of Public Social Services

THE CODE OF
CONDUCT POLICY

Code of Conduct Table

Behavior	Verbal Warning	Call Security or Use Panic Button	*Ask to Leave Premises	Law Enforcement Intervention
*Making threats (verbal/nonverbal).	X	X	X	X
*Cursing or using foul language.	X	X	X	X
Making rude or obscene gestures to employees or other visitors.	X	X	X	X
**Hitting or attempting to hit employees or other visitors.		X	X	X
**Fighting or throwing things.		X	X	X
Spitting, throwing bodily fluids, kicking, biting, and/or engaging in assaultive behavior.		X	X	X
Entering or trying to enter restricted areas.	X	X		X
Destroying or defacing County property.		X		X
Touching individual(s) without their permission.		X	X	X
Interfering with the free passage of employees, security personnel, or visitors.	X	X	X	X
**The use or possession of alcoholic beverages or narcotics on County premises.		X	X	X
Panhandling, soliciting, distributing, or selling merchandise, or conducting other business transaction on DPSS property without the written permission of DPSS is prohibited.	X	X	X	X
Creating unnecessary noises including the use of cell phones, pagers, headphones, audio and electronic devices, and other communication which disturbs other patrons or staff is prohibited.	X	X	X	X

X Initial action

X Follow-up action if behavior persist.

X Last level of escalation if initial and follow-up actions did not resolve the situation.

* Customer should be asked to leave the premises until the next business day as determined by office administration and to be accompanied by the security personnel.

** In these instances, ONLY security personnel should escort and ask the visitor to leave the premises.

**County of Los Angeles
Department of Public Social Services****THE CODE OF
CONDUCT POLICY**

7. CODE OF CONDUCT INFORMATION BOARD

The Code of Conduct Policy should be available for all customers/visitors to view in the areas listed below.

1. Lobbies
2. Interview booths
3. Weapons screening area
4. Main entrance door
5. DPSS lobby monitors
6. Service windows
7. Customer forms
8. Customer mailers
9. Outbound automated calling
10. Restrooms
11. DPSS website

APPENDIX A

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC SOCIAL SERVICES

CODE OF CONDUCT FOR COUNTY CLIENTS/VISITORS

The Department of Public Social Services (DPSS) strives to foster a culture of mutual respect between clients/visitors and staff. DPSS is committed to creating a secure and safe environment for its employees, security personnel, and visitors. Anyone who enters or calls a DPSS facility must not disrupt, disturb, or physically interfere with the performance of the official business and duties of DPSS employees.

Anyone who enters or calls a DPSS facility and engages in the following disruptive conduct may be escorted from the office for the day or have the call terminated even if they have not finished their business. In such situations, the client/visitor will be offered an alternate resource such as calling the Customer Service Center and online services of BenefitsCal.

Disruptive Conduct includes:

- Making threats (verbal/nonverbal);
- Using obscene language;
- Making obscene gestures to employees or other visitors;
- Hitting or attempting to hit employees or other visitors;
- Fighting or throwing things;
- Spitting, throwing bodily fluids, kicking, biting, or engaging in similar assaultive behavior of any kind;
- Taking pictures or recording employees or other visitors;
- Entering or trying to enter restricted areas;
- Destroying or defacing County property;
- Touching other individual(s) without their permission; or
- Interfering with the free passage of employees, security personnel or other visitors.

Potential Penalties for Violations of Code of Conduct:

Willful or repeated disruptive conduct that is prohibited by law or that violates the Code of Conduct Policy may result in one (1) or more of the following consequences:

- Noncompliance following a verbal warning may result in being asked to leave for the remainder of the day or have the call terminated.
- Intervention by law enforcement, including possible arrest and civil or criminal penalties. Penal Code Sections 422(a), 594(a), and 602.1(b).

HOW TO UPLOAD DOCUMENTS

1. Click Upload a Document from the User Dashboard.
2. Click Upload a Document from the Document Center page.
3. Select the **Case or Application Number** and **County**, then click **Next**.
4. Click **Add Document Type**, select the **Person** and **Document Type**, then click **Next**.
5. Click **Add A File** and select the document to upload. **Mobile User:** Take a photo of the document then click **Ok** or **Retry** to take another photo. Each file cannot be more than 8 MB.
6. Confirm images are the correct **Document Type**, then click **Save**.
7. Confirm images are ready for upload, then click **Submit**.
8. A **Confirmation Receipt** will display.

Note: Documents can be uploaded without an account by clicking on **Upload Documents** from the **Home** page and following the prompts.

HOW TO SUBMIT A RENEWAL OR PERIODIC REPORT (SAR 7)

1. Click the **Start your renewal/redetermination** or **Start your periodic report** hyperlink on the **Things to do** section.
2. Review the renewal or periodic report due date. Click **Begin**.
3. Review the **Summary** of steps. Click **Start**.
4. Follow the alerts on the screen to complete each page in each section, click **Next** until a section is completed, then click **Start the Next Section**.
5. Continue through sections until **Review & Submit** is reached, then click **Start**.
6. Review each page and answer questions, then click **Next** to reach the signature page.
7. Enter **Signature** information (If receiving CalWORKs, enter signature of the spouse, domestic partner, or other parent), confirm electronic signature, then click **Next**.

For renewals only:
Review **Rights and Responsibilities** and **Other Important Information** and confirm by checking the mandatory box.

8. Click **Submit** to receive confirmation.



Scan the QR code to learn how to use BenefitsCal

APPENDIX B

County of Los Angeles
DEPARTMENT OF
PUBLIC SOCIAL SERVICES

**Save time.
Go online.**

BenefitsCal.com
Together we benefit.

CUSTOMER SERVICE CENTER
866-613-3777
M – F | 7:30 a.m. – 5:30 p.m.

Do you need help because of a disability?
Please contact the ADA Hotline at

844-586-5550
M – F / 8 a.m. – 5 p.m.

PA 6272 (ENGLISH) AUGUST 2025

APPLY FOR BENEFITS

1. Click **Apply for Benefits** on the Home page, then **Begin**.
2. Click **Next** until the **Application Summary** displays, then click **Start** for the **Your Information** section.
3. Answer questions, select program(s), then click **Next**.
 - CalFresh - Food Assistance
 - CalWORKs - Cash Aid for Families
 - Medi-Cal - Health Coverage
 - General Relief (GR) - Cash Aid
 - RCA - Refugee Cash Assistance
4. Follow the alerts on the screen to complete each page in each section, click **Next** until a section is completed, then click **Start the Next Section**.
5. Continue through sections until **Review & Submit** is reached, then click **Start**.
6. Review each page and answer questions, then click **Next** to reach the signature page.
7. Review **Rights and Responsibilities and Other Important Information** and confirm by checking the mandatory box.
8. Enter Signature information, confirm electronic signature, then click **Next**.
9. The assigned office name and address will display. Click **Next**.
10. Review application details, then **Submit Application** to receive confirmation.

CREATE AN ACCOUNT

1. Click **Create an Account** on the Home page.
2. Enter **County of Residence, First Name, Last Name, Email, Password** and **Mobile Phone** (optional) number.
3. Click the **Terms and Conditions** hyperlink, check the boxes for acknowledgements, then click **Next**.
4. Select and provide answers to three **Security Questions**, then click **Create Account**.
5. Enter the six-digit **Verification Code** sent to account **Email**, then click **Submit**.
6. Click **Log In** once the confirmation page displays.

FORGOT YOUR PASSWORD?

1. Click **Log In**.
2. Click the **Forgot Your Password?** hyperlink.
3. Enter **Email**, then click **Next**.
4. Reset password by answering **Security Questions** or by **Verification Code**, then click **Next**.
5. Enter a **New Password** twice to confirm.
6. A confirmation page will display.

LINK A CASE

1. Click the **Link a case** hyperlink.
2. Enter **Date of Birth, Zip Code, County, and Case Number** of the **Primary Applicant**, then click **Next**.
3. Verify the **Email** or **Phone** number that displays, then click **Send Link**.
4. Click the **Verification Link** sent to **Email** or **Phone** within 24 hours.
5. The linked case will now appear on the **User Dashboard**.

USER LOGIN

1. Click **Log In** on the Home page.
2. Enter **Email** and **Password**, then click **Log In**.
3. Enter the six-digit **Verification Code** sent to account **Email** or **Phone**, then click **Next**.
4. Review the **Terms of Use**, click **I Accept**, then the **User Dashboard** will display.





County of Los Angeles
 DEPARTMENT OF
 PUBLIC SOCIAL SERVICES

Attachment II

CODE OF CONDUCT

FOR COUNTY CLIENTS/VISITORS



The Department of Public Social Services (DPSS) strives to foster a culture of mutual respect between clients/visitors and staff. DPSS is committed to creating a secure and safe environment for its employees, security personnel, and visitors. Anyone who enters or calls a DPSS facility must not disrupt, disturb, or physically interfere with the performance of the official business and duties of DPSS employees.

Anyone who enters or calls a DPSS facility and engages in the following disruptive conduct, may be escorted from the office for the day, or have their call terminated even if they have not finished their business. In such situations, the client/visitor will be offered an alternate resource such as calling the Customer Service Center and online services of BenefitsCal.

Disruptive Conduct includes:

- Making threats (verbal/nonverbal);
- Using obscene language;
- Making obscene gestures to employees or other visitors;
- Hitting or attempting to hit employees or other visitors;
- Fighting or throwing things;
- Spitting, throwing bodily fluids, kicking, biting, or engaging in similar assaultive behavior of any kind;
- Taking pictures or recording employees or other visitors;
- Entering or trying to enter restricted areas;
- Destroying or defacing County property;
- Touching other individual(s) without their permission; or
- Interfering with the free passage of employees, security personnel or other visitors.

Potential Penalties for Violations of Code of Conduct:

Willful or repeated disruptive conduct that is prohibited by law or that violates the Code of Conduct Policy may result in one (1) or more of the following consequences:

- Noncompliance following a verbal warning may result in being asked to leave for the remainder of the day or have the call terminated.
- Intervention by law enforcement, including possible arrest and civil or criminal penalties. Penal Code Sections 422(a), 594 (a), and 602.1(b).

REQUIRED FORMS - EXHIBIT 10

PRICING SCHEDULE

The undersigned offers to furnish all personnel and materials for the provision of Security Guard Service. Said work will be done for the period prescribed and in the manner set forth in Exhibit A, Statement of Work and based on projected hours provided in Contract Exhibit A-1, SOW Attachment 2, Minimum Staffing Plan by Zone. The Proposer rates (hourly, monthly, etc.) will include, but not limited to, all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. The projected hours are subject to change and do not constitute a guarantee of any number of hours to be served throughout the applicable Sector.

Overtime Rates will calculate automatically in the Overtime Rates Table based on the "All-Inclusive Fixed Rates" entered.

The following prices being bid are firm and fixed for the term of the Contract and option years:

Enter rates ONLY in cells highlighted in yellow.

SOUTH SECTOR																							
ENTER = ALL INCLUSIVE FIXED RATES																							
ITEM	ESTIMATED HOURS FOR 12/1/26 - 6/30/27 12/1/27 - 6/30/28 12/1/28 - 6/30/29 12/1/29 - 6/30/30 12/1/30 - 6/30/31	ESTIMATED HOURS FOR 7/1/27 - 11/30/27 7/1/28 - 11/30/28 7/1/29 - 11/30/29 7/1/30 - 11/30/30 7/1/31 - 11/30/31	(12/1/26 - 6/30/27)		(7/1/27 - 11/30/27)		(12/1/27 - 6/30/28)		(7/1/28 - 11/30/28)		(12/1/28 - 6/30/29)		(7/1/29 - 11/30/29)		OPTION YEAR 1 (12/1/29 - 6/30/30)		(7/1/30 - 11/30/30)		OPTION YEAR 2 (12/1/30 - 6/30/31)		(7/1/31 - 11/30/31)		SUBTOTAL
			BILLING RATE	TOTAL	BILLING RATE	TOTAL	BILLING RATE	TOTAL	BILLING RATE	TOTAL	BILLING RATE	TOTAL	BILLING RATE	TOTAL	BILLING RATE	TOTAL	BILLING RATE	TOTAL	BILLING RATE	TOTAL	BILLING RATE	TOTAL	
ARMED SECURITY GUARD	195,139.00	100,310.40	\$ 43.79	\$ 6,792,011.49	\$ 45.06	\$ 4,979,590.42	\$ 45.06	\$ 6,990,590.38	\$ 48.36	\$ 5,123,262.14	\$ 48.36	\$ 7,192,271.84	\$ 47.70	\$ 5,271,346.08	\$ 47.70	\$ 7,400,156.92	\$ 49.08	\$ 5,434,955.94	\$ 49.08	\$ 7,815,902.96	\$ 50.56	\$ 5,587,409.82	\$ 62,377,404.01
ARMED SECURITY GUARD SUPERVISOR	16,152.00	11,642.00	\$ 47.15	\$ 770,996.20	\$ 48.52	\$ 565,160.04	\$ 48.52	\$ 793,398.04	\$ 49.93	\$ 581,584.64	\$ 49.93	\$ 816,455.36	\$ 51.37	\$ 588,157.76	\$ 51.37	\$ 840,002.24	\$ 52.87	\$ 615,829.76	\$ 52.87	\$ 861,530.24	\$ 54.46	\$ 634,150.08	\$ 7,080,646.85
SUBTOTAL	171,491.00	122,152.40		\$ 7,563,008.49		\$ 5,544,750.46		\$ 7,783,988.42		\$ 5,704,846.78		\$ 8,008,727.22		\$ 5,869,703.84		\$ 8,240,163.16		\$ 6,040,785.30		\$ 8,480,333.20		\$ 6,221,755.90	\$ 69,458,070.89

SOUTH SECTOR																							
OVERTIME RATES (FILLS AUTOMATICALLY)																							
ITEM	ESTIMATED HOURS FOR 12/1/26 - 6/30/27 12/1/27 - 6/30/28 12/1/28 - 6/30/29 12/1/29 - 6/30/30 12/1/30 - 6/30/31	ESTIMATED HOURS FOR 7/1/27 - 11/30/27 7/1/28 - 11/30/28 7/1/29 - 11/30/29 7/1/30 - 11/30/30 7/1/31 - 11/30/31	(12/1/26 - 6/30/27)		(7/1/27 - 11/30/27)		(12/1/27 - 6/30/28)		(7/1/28 - 11/30/28)		(12/1/28 - 6/30/29)		(7/1/29 - 11/30/29)		OPTION YEAR 1 (12/1/29 - 6/30/30)		(7/1/30 - 11/30/30)		OPTION YEAR 2 (12/1/30 - 6/30/31)		(7/1/31 - 11/30/31)		SUBTOTAL
			RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	
ARMED SECURITY GUARD	511.00	364.00	\$ 65.87	\$ 33,557.37	\$ 67.58	\$ 24,602.76	\$ 67.58	\$ 34,538.49	\$ 89.94	\$ 25,312.56	\$ 89.94	\$ 35,534.94	\$ 71.95	\$ 26,044.20	\$ 71.95	\$ 36,562.05	\$ 73.84	\$ 26,803.14	\$ 73.84	\$ 37,627.49	\$ 75.84	\$ 27,605.76	\$ 308,188.76
ARMED SECURITY GUARD SUPERVISOR	-	-	\$ 70.73	\$ -	\$ 72.78	\$ -	\$ 72.78	\$ -	\$ 74.90	\$ -	\$ 74.90	\$ -	\$ 77.06	\$ -	\$ 77.06	\$ -	\$ 79.31	\$ -	\$ 79.31	\$ -	\$ 81.68	\$ -	\$ -
SUBTOTAL	511.00	364.00		\$ 33,557.37		\$ 24,602.76		\$ 34,538.49		\$ 25,312.56		\$ 35,534.94		\$ 26,044.20		\$ 36,562.05		\$ 26,803.14		\$ 37,627.49		\$ 27,605.76	\$ 308,188.76
GRAND TOTAL	172,002.00	122,522.40		\$ 7,596,565.86		\$ 5,569,363.24		\$ 7,818,527.91		\$ 5,730,159.34		\$ 8,044,262.16		\$ 5,895,748.04		\$ 8,276,723.21		\$ 6,067,588.44		\$ 8,517,960.69		\$ 6,249,361.66	\$ 69,766,259.65

I agree to provide comprehensive Security Guard Service for DPSS in Los Angeles County.

Edward J. N. Eccles 6/23/2026

Signature of Authorized Agent Date

EDWARD J N ECCLES REGIONAL VICE PRESIDENT

Typed Name and Title of Authorized Agent

Universal Protection Service, LP dba Allied Universal Security Services

Firm Name

450 Exchange Irvine, CA 92602

Firm Address

Revised 8/8/2026

EXHIBIT 13
BUDGET SHEET FOR SECURITY GUARD SERVICES

Period: December 1, 2026 through June 30, 2027

Proposer: Allied Universal

SECTOR: South

DIRECT COST (List each staff classification)

Payroll Title	Full Time Equivalent FTE*	Hourly Rate	Monthly Hours	Monthly Salary
Armed Security Guard	128.00	\$26.00	22,162.80	\$576,232.80
Armed Security Guard Supervisor	13.50	\$28.00	2,336.00	\$65,408.00
Total Salaries and Wages				\$641,640.80
Payroll Title	FTE*	Hourly OT Rate	Monthly OT Hours	Monthly Salary
Armed Security Guard Overtime (OT)	128.00	\$39.00	73.00	\$2,847.00
Armed Security Guard Supervisor OT	13.50	\$42.00	0.00	\$0.00
OT Total Salaries and Wages				\$2,847.00
GRAND TOTAL				\$644,487.80

Employee Benefits	FTE	Monthly Cost per FTE	Total Monthly Cost
Medical Insurance	141.50	\$41.72	\$5,903.10
Dental Insurance	141.50	\$20.86	\$2,951.55
Life Insurance	141.50	\$11.79	\$1,668.27
Other (list)			\$0.00
Total Benefits			\$10,522.92

Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc.
List each item separately and add additional lines if necessary)

FICA	\$49,085.52
FUI	\$1,924.92
SUI	\$3,914.01
Total Payroll Taxes	\$54,924.45

Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	
Supplies	\$0.00
Services	\$0.00
Office Equipment	\$0.00
Telephone/Utilities	\$0.00
Other (please continue to list)	\$0.00
Total Insurance/Misc. S & S	\$0.00

TOTAL DIRECT COSTS \$709,935.17

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$44,273.22
Management Overhead (Specify)	\$88,225.61
Other (Specify) Client Management	\$106,833.19
Other (Specify) Overhead Costs	\$113,782.82

TOTAL INDIRECT COSTS \$353,114.84

TOTAL DIRECT AND INDIRECT COST \$1,063,050.01

PROFIT (Please enter percentage) 2.09% \$22,173.68

TOTAL MONTHLY COST \$1,085,223.69

TOTAL 7 MONTHS COST \$7,596,565.86

* FTE values represent the total work effort based on 2,080 hours per year and do not necessarily reflect the actual headcount of 133 individual guards assigned in SOW, Attachment 2, Minimum Staffing Plan by Zone.

BUDGET NARRATIVE FOR SECURITY GUARD SERVICES

BUDGET NARRATIVE		EXHIBIT 13
Contractor Name: <u>Allied Universal</u>		Sector: <u>South</u>
		Contract Period: <u>December 1, 2026 - June 30, 2027</u>
<u>DIRECT COST</u>		
Armed Security Guard	Cost of the monthly hours as represented in the staffing plan multiplied by the wage.	
Armed Security Guard Supervisor	Cost of the monthly hours as represented in the staffing plan multiplied by the wage.	
Armed Security Guard OT	1.5 times the wage of the Armed Security Guard times the monthly hours derived from the staffing plan.	
Armed Security Guard Supervisor OT	No Armed Security Guard Supervisor OT included in the staffing plan = \$0	
Medical Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.	
Dental Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.	
Life Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.	
Other (list)		
Payroll Taxes (List all appropriate, e.g., FICA, FUI, SUI)	Labor cost multiplied by the payroll tax as follows: FICA 7.65%, FUI 0.30%, SUI 0.61%	
Supplies		
Services		
Office Equipment		
Telephone/Utilities		
Other (please continue to list)		
<u>INDIRECT COST</u>		
General Accounting/Bookkeeping	Costs include payroll department, payroll services, bank fees, interests, costs associated with generating and distributing payroll to employees. Includes billing department, accounting fees, audits, tax return preparation, inter auditing, 3rd party audits, all associated accounting services and processes.	
Management Overhead (Specify)	Overhead costs pertaining to County specific office and specific personnel supporting the DPSS contract. Recruiting department, expenses associated with recruiting department, Human Resources, expenses associated with Human Resources Department, associated personnel in each department.	
Other (Specify)	Costs of operating office, regulatory costs required to operate a business with employees and the additional departments to maintain management and oversight. Legal, recordskeeping, IT, etc.	
Profit	The difference left from the billable cost from all other costs as described above. (2.09%)	

EXHIBIT 13
BUDGET SHEET FOR SECURITY GUARD SERVICES

Period: July 1, 2027 through November 30, 2027

Proposer: Allied Universal

SECTOR: South

DIRECT COST (List each staff classification)

Payroll Title	Full Time Equivalent FTE*	Hourly Rate	Monthly Hours	Monthly Salary
Armed Security Guard	127.60	\$26.72	22,102.08	\$590,567.58
Armed Security Guard Supervisor	13.50	\$28.77	2,329.60	\$67,022.59
Total Salaries and Wages				\$657,590.17
Payroll Title	FTE*	Hourly OT Rate	Monthly OT Hours	Monthly Salary
Armed Security Guard Overtime (OT)	127.60	\$40.08	72.80	\$2,917.82
Armed Security Guard Supervisor OT	13.50	\$43.16	-	\$0.00
OT Total Salaries and Wages				\$2,917.82
GRAND TOTAL				\$660,507.99

Employee Benefits	FTE	Monthly Cost per FTE	Total Monthly Cost
Medical Insurance	141.10	\$42.88	\$6,049.83
Dental Insurance	141.10	\$21.44	\$3,024.91
Life Insurance	141.10	\$12.12	\$1,709.73
Other (list)			\$0.00
Total Benefits			\$10,784.47

Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc.)

List each item separately and add additional lines if necessary)

FICA	\$50,305.65
FUI	\$1,972.77
SUI	\$4,011.30
Total Payroll Taxes	\$56,289.72

Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	
Supplies	\$0.00
Services	\$0.00
Office Equipment	\$0.00
Telephone/Utilities	\$0.00
Other (please continue to list)	\$0.00
Total Insurance/Misc. S & S	\$0.00

TOTAL DIRECT COSTS \$727,582.18

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$45,373.72
Management Overhead (Specify)	\$90,418.65
Other (Specify) Client Management	\$109,488.76
Other (Specify) Overhead Costs	\$118,250.09

TOTAL INDIRECT COSTS \$363,531.22

TOTAL DIRECT AND INDIRECT COST \$1,091,113.40

PROFIT (Please enter percentage) 2.09% \$22,759.06

TOTAL MONTHLY COST \$1,113,872.47

TOTAL 5 MONTHS COST \$5,569,362.34

* FTE values represent the total work effort based on 2,080 hours per year and do not necessarily reflect the actual headcount of 133 individual guards assigned in SOW, Attachment 2, Minimum Staffing Plan by Zone.

BUDGET NARRATIVE FOR SECURITY GUARD SERVICES

BUDGET NARRATIVE		EXHIBIT 13
Contractor Name: <u>Allied Universal</u>		
Sector: <u>South</u>		
Contract Period: <u>July 1, 2027 - November 30, 2027</u>		
<u>DIRECT COST</u>		
Armed Security Guard	Cost of the monthly hours as represented in the staffing plan multiplied by the wage.	
Armed Security Guard Supervisor	Cost of the monthly hours as represented in the staffing plan multiplied by the wage.	
Armed Security Guard OT	1.5 times the wage of the Armed Security Guard times the monthly hours derived from the staffing plan.	
Armed Security Guard Supervisor OT	No Armed Security Guard Supervisor OT included in the staffing plan = \$0	
Medical Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.	
Dental Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.	
Life Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.	
Other (list)		
Payroll Taxes (List all appropriate, e.g., FICA, FUI, SUI)	Labor cost multiplied by the payroll tax as follows: FICA 7.65%, FUI 0.30%, SUI 0.61%	
Supplies		
Services		
Office Equipment		
Telephone/Utilities		
Other (please continue to list)		
<u>INDIRECT COST</u>		
General Accounting/Bookkeeping	Costs include payroll department, payroll services, bank fees, interests, costs associated with generating and distributing payroll to employees. Includes billing department, accounting fees, audits, tax return preparation, inter auditing, 3rd party audits, all associated accounting services and processes.	
Management Overhead (Specify)	Overhead costs pertaining to County specific office and specific personnel supporting the DPSS contract. Recruiting department, expenses associated with recruiting department, Human Resources, expenses associated with Human Resources Department, associated personnel in each department.	
Other (Specify)	Costs of operating office, regulatory costs required to operate a business with employees and the additional departments to maintain management and oversight. Legal, recordskeeping, IT, etc.	
Profit	The difference left from the billable cost from all other costs as described above. (2.09%)	

**EXHIBIT 13
BUDGET SHEET FOR SECURITY GUARD SERVICES**

Period: December 1, 2027 through June 30, 2028

Proposer: Allied Universal

SECTOR: South

DIRECT COST (List each staff classification)

Payroll Title	Full Time Equivalent FTE*	Hourly Rate	Monthly Hours	Monthly Salary
Armed Security Guard	128.00	\$26.72	22,162.80	\$592,190.02
Armed Security Guard Supervisor	13.50	\$28.77	2,336.00	\$67,206.72
Total Salaries and Wages				\$659,396.74
Payroll Title	FTE*	Hourly OT Rate	Monthly OT Hours	Monthly Salary
Armed Security Guard Overtime (OT)	128.00	\$40.08	73.00	\$2,925.84
Armed Security Guard Supervisor OT	13.50	\$43.16	0.00	\$0.00
OT Total Salaries and Wages				\$2,925.84
GRAND TOTAL				\$662,322.58

Employee Benefits	FTE	Monthly Cost per FTE	Total Monthly Cost
Medical Insurance	141.50	\$42.87	\$6,066.45
Dental Insurance	141.50	\$21.44	\$3,033.22
Life Insurance	141.50	\$12.12	\$1,714.43
Other (list)			\$0.00
Total Benefits			\$10,814.10

Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc. List each item separately and add additional lines if necessary)	
FICA	\$50,443.85
FUI	\$1,978.19
SUI	\$4,022.32
Total Payroll Taxes	\$56,444.36

Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	
Supplies	\$0.00
Services	\$0.00
Office Equipment	\$0.00
Telephone/Utilities	\$0.00
Other (please continue to list)	\$0.00
Total Insurance/Misc. S & S	\$0.00

TOTAL DIRECT COSTS \$729,581.04

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$45,498.37
Management Overhead (Specify)	\$90,667.05
Other (Specify) Client Management	\$109,789.56
Other (Specify) Overhead Costs	\$118,574.94

TOTAL INDIRECT COSTS \$364,529.92

TOTAL DIRECT AND INDIRECT COST \$1,094,110.96

PROFIT (Please enter percentage) 2.09% \$22,821.60

TOTAL MONTHLY COST \$1,116,932.56

TOTAL 7 MONTHS COST \$7,818,527.91

* FTE values represent the total work effort based on 2,080 hours per year and do not necessarily reflect the actual headcount of 133 individual guards assigned in SOW, Attachment 2, Minimum Staffing Plan by Zone.

BUDGET NARRATIVE FOR SECURITY GUARD SERVICES

BUDGET NARRATIVE		EXHIBIT 13
Contractor Name: <u>Allied Universal</u> Sector: <u>South</u> Contract Period: <u>December 1, 2027 - June 30, 2028</u>		
DIRECT COST		
Armed Security Guard	Cost of the monthly hours as represented in the staffing plan multiplied by the wage.	
Armed Security Guard Supervisor	Cost of the monthly hours as represented in the staffing plan multiplied by the wage.	
Armed Security Guard OT	1.5 times the wage of the Armed Security Guard times the monthly hours derived from the staffing plan.	
Armed Security Guard Supervisor OT	No Armed Security Guard Supervisor OT included in the staffing plan = \$0	
Medical Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.	
Dental Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.	
Life Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.	
Other (list)		
Payroll Taxes (List all appropriate, e.g., FICA, FUI, SUI)	Labor cost multiplied by the payroll tax as follows: FICA 7.65%, FUI 0.30%, SUI 0.61%	
Supplies		
Services		
Office Equipment		
Telephone/Utilities		
Other (please continue to list)		
INDIRECT COST		
General Accounting/Bookkeeping	Costs include payroll department, payroll services, bank fees, interests, costs associated with generating and distributing payroll to employees. Includes billing department, accounting fees, audits, tax return preparation, inter auditing, 3rd party audits, all associated accounting services and processes.	
Management Overhead (Specify)	Overhead costs pertaining to County specific office and specific personnel supporting the DPSS contract. Recruiting department, expenses associated with recruiting department, Human Resources, expenses associated with Human Resources Department, associated personnel in each department.	
Other (Specify)	Costs of operating office, regulatory costs required to operate a business with employees and the additional departments to maintain management and oversight. Legal, recordskeeping, IT, etc.	
Profit	The difference left from the billable cost from all other costs as described above. (2.09%)	

EXHIBIT 13
BUDGET SHEET FOR SECURITY GUARD SERVICES

Period: July 1, 2028 through November 30, 2028

Proposer: Allied Universal

SECTOR: South

DIRECT COST (List each staff classification)

Payroll Title	Full Time Equivalent FTE*	Hourly Rate	Monthly Hours	Monthly Salary
Armed Security Guard	127.60	\$27.45	22,102.08	\$606,702.10
Armed Security Guard Supervisor	13.50	\$29.56	2,329.60	\$68,862.98
Total Salaries and Wages				\$675,565.07
Payroll Title	FTE*	Hourly OT Rate	Monthly OT Hours	Monthly Salary
Armed Security Guard Overtime (OT)	127.60	\$41.18	72.80	\$2,997.90
Armed Security Guard Supervisor OT	13.50	\$44.34	-	\$0.00
OT Total Salaries and Wages				\$2,997.90
GRAND TOTAL				\$678,562.98

Employee Benefits	FTE	Monthly Cost per FTE	Total Monthly Cost
Medical Insurance	141.10	\$44.05	\$6,215.20
Dental Insurance	141.10	\$22.02	\$3,107.60
Life Insurance	141.10	\$12.45	\$1,756.47
Other (list)			\$0.00
Total Benefits			\$11,079.27

Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc. List each item separately and add additional lines if necessary)	
FICA	\$51,680.73
FUI	\$2,026.70
SUI	\$4,120.95
Total Payroll Taxes	\$57,828.38

Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	
Supplies	\$0.00
Services	\$0.00
Office Equipment	\$0.00
Telephone/Utilities	\$0.00
Other (please continue to list)	\$0.00
Total Insurance/Misc. S & S	\$0.00

TOTAL DIRECT COSTS \$747,470.63

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$46,613.99
Management Overhead (Specify)	\$92,890.20
Other (Specify) Client Management	\$112,481.58
Other (Specify) Overhead Costs	\$123,159.34

TOTAL INDIRECT COSTS \$375,145.11

TOTAL DIRECT AND INDIRECT COST \$1,122,615.74

PROFIT (Please enter percentage) 2.09% \$23,416.13

TOTAL MONTHLY COST \$1,146,031.87

TOTAL 5 MONTHS COST \$5,730,159.34

* FTE values represent the total work effort based on 2,080 hours per year and do not necessarily reflect the actual headcount of 133 individual guards assigned in SOW, Attachment 2, Minimum Staffing Plan by Zone.

BUDGET NARRATIVE FOR SECURITY GUARD SERVICES

BUDGET NARRATIVE		EXHIBIT 13
Contractor Name: <u>Allied Universal</u> Sector: <u>South</u> Contract Period: <u>July 1, 2028 - November 30, 2028</u>		
<u>DIRECT COST</u>		
Armed Security Guard	Cost of the monthly hours as represented in the staffing plan multiplied by the wage.	
Armed Security Guard Supervisor	Cost of the monthly hours as represented in the staffing plan multiplied by the wage.	
Armed Security Guard OT	1.5 times the wage of the Armed Security Guard times the monthly hours derived from the staffing plan.	
Armed Security Guard Supervisor OT	No Armed Security Guard Supervisor OT included in the staffing plan = \$0	
Medical Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.	
Dental Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.	
Life Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.	
Other (list)		
Payroll Taxes (List all appropriate, e.g., FICA, FUI, SUI)	Labor cost multiplied by the payroll tax as follows: FICA 7.65%, FUI 0.30%, SUI 0.61%	
Supplies		
Services		
Office Equipment		
Telephone/Utilities		
Other (please continue to list)		
<u>INDIRECT COST</u>		
General Accounting/Bookkeeping	Costs include payroll department, payroll services, bank fees, interests, costs associated with generating and distributing payroll to employees. Includes billing department, accounting fees, audits, tax return preparation, inter auditing, 3rd party audits, all associated accounting services and processes.	
Management Overhead (Specify)	Overhead costs pertaining to County specific office and specific personnel supporting the DPSS contract. Recruiting department, expenses associated with recruiting department, Human Resources, expenses associated with Human Resources Department, associated personnel in each department.	
Other (Specify)	Costs of operating office, regulatory costs required to operate a business with employees and the additional departments to maintain management and oversight. Legal, recordskeeping, IT, etc.	
Profit	The difference left from the billable cost from all other costs as described above. (2.09%)	

EXHIBIT 13
BUDGET SHEET FOR SECURITY GUARD SERVICES

Period: December 1, 2028 through June 30, 2029

Proposer: Allied Universal

SECTOR: South

DIRECT COST (List each staff classification)

Payroll Title	Full Time Equivalent FTE*	Hourly Rate	Monthly Hours	Monthly Salary
Armed Security Guard	128.00	\$27.45	22,162.80	\$608,368.86
Armed Security Guard Supervisor	13.50	\$29.56	2,336.00	\$69,052.16
Total Salaries and Wages				\$677,421.02
Payroll Title	FTE*	Hourly OT Rate	Monthly OT Hours	Monthly Salary
Armed Security Guard Overtime (OT)	128.00	\$41.18	73.00	\$3,006.14
Armed Security Guard Supervisor OT	13.50	\$44.34	0.00	\$0.00
OT Total Salaries and Wages				\$3,006.14
GRAND TOTAL				\$680,427.16

Employee Benefits	FTE	Monthly Cost per FTE	Total Monthly Cost
Medical Insurance	141.50	\$44.04	\$6,232.27
Dental Insurance	141.50	\$22.02	\$3,116.14
Life Insurance	141.50	\$12.45	\$1,761.29
Other (list)			\$0.00
Total Benefits			\$11,109.70

Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc. List each item separately and add additional lines if necessary)	
FICA	\$51,822.71
FUI	\$2,032.26
SUI	\$4,132.27
Total Payroll Taxes	\$57,987.24

Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	
Supplies	\$0.00
Services	\$0.00
Office Equipment	\$0.00
Telephone/Utilities	\$0.00
Other (please continue to list)	\$0.00
Total Insurance/Misc. S & S	\$0.00

TOTAL DIRECT COSTS \$749,524.10

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$46,742.05
Management Overhead (Specify)	\$93,145.39
Other (Specify) Client Management	\$112,790.60
Other (Specify) Overhead Costs	\$123,497.69

TOTAL INDIRECT COSTS \$376,175.73

TOTAL DIRECT AND INDIRECT COST \$1,125,699.83

PROFIT (Please enter percentage) 2.09% \$23,480.48

TOTAL MONTHLY COST \$1,149,180.31

TOTAL 7 MONTHS COST \$8,044,262.16

* FTE values represent the total work effort based on 2,080 hours per year and do not necessarily reflect the actual headcount of 133 individual guards assigned in SOW, Attachment 2, Minimum Staffing Plan by Zone.

BUDGET NARRATIVE FOR SECURITY GUARD SERVICES

BUDGET NARRATIVE		EXHIBIT 13
Contractor Name: <u>Allied Universal</u> Sector: <u>South</u> Contract Period: <u>December 1, 2028 - June 30, 2029</u>		
<u>DIRECT COST</u>		
Armed Security Guard	Cost of the monthly hours as represented in the staffing plan multiplied by the wage.	
Armed Security Guard Supervisor	Cost of the monthly hours as represented in the staffing plan multiplied by the wage.	
Armed Security Guard OT	1.5 times the wage of the Armed Security Guard times the monthly hours derived from the staffing plan.	
Armed Security Guard Supervisor OT	No Armed Security Guard Supervisor OT included in the staffing plan = \$0	
Medical Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.	
Dental Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.	
Life Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.	
Other (list)		
Payroll Taxes (List all appropriate, e.g., FICA, FUI, SUI)	Labor cost multiplied by the payroll tax as follows: FICA 7.65%, FUI 0.30%, SUI 0.61%	
Supplies		
Services		
Office Equipment		
Telephone/Utilities		
Other (please continue to list)		
<u>INDIRECT COST</u>		
General Accounting/Bookkeeping	Costs include payroll department, payroll services, bank fees, interests, costs associated with generating and distributing payroll to employees. Includes billing department, accounting fees, audits, tax return preparation, inter auditing, 3rd party audits, all associated accounting services and processes.	
Management Overhead (Specify)	Overhead costs pertaining to County specific office and specific personnel supporting the DPSS contract. Recruiting department, expenses associated with recruiting department, Human Resources, expenses associated with Human Resources Department, associated personnel in each department.	
Other (Specify)	Costs of operating office, regulatory costs required to operate a business with employees and the additional departments to maintain management and oversight. Legal, recordskeeping, IT, etc.	
Profit	The difference left from the billable cost from all other costs as described above. (2.09%)	

**EXHIBIT 13
BUDGET SHEET FOR SECURITY GUARD SERVICES**

Period: July 1, 2029 through November 30, 2029

Proposer: Allied Universal

SECTOR: South

DIRECT COST (List each staff classification)

Payroll Title	Full Time Equivalent FTE*	Hourly Rate	Monthly Hours	Monthly Salary
Armed Security Guard	127.60	\$28.20	22,102.08	\$623,278.66
Armed Security Guard Supervisor	13.50	\$30.37	2,329.60	\$70,749.95
Total Salaries and Wages				\$694,028.61
Payroll Title	FTE*	Hourly OT Rate	Monthly OT Hours	Monthly Salary
Armed Security Guard Overtime (OT)	127.60	\$42.30	72.80	\$3,079.44
Armed Security Guard Supervisor OT	13.50	\$45.56	-	\$0.00
OT Total Salaries and Wages				\$3,079.44
GRAND TOTAL				\$697,108.05

Employee Benefits	FTE	Monthly Cost per FTE	Total Monthly Cost
Medical Insurance	141.10	\$45.25	\$6,385.06
Dental Insurance	141.10	\$22.63	\$3,192.53
Life Insurance	141.10	\$12.79	\$1,804.47
Other (list)			\$0.00
Total Benefits			\$11,382.06

Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc.
List each item separately and add additional lines if necessary)

FICA	\$53,093.19
FUI	\$2,082.09
SUI	\$4,233.57
Total Payroll Taxes	\$59,408.85

Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	
Supplies	\$0.00
Services	\$0.00
Office Equipment	\$0.00
Telephone/Utilities	\$0.00
Other (please continue to list)	\$0.00
Total Insurance/Misc. S & S	\$0.00

TOTAL DIRECT COSTS \$767,898.96

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$47,887.97
Management Overhead (Specify)	\$95,428.93
Other (Specify) Client Management	\$115,555.76
Other (Specify) Overhead Costs	\$128,285.16

TOTAL INDIRECT COSTS \$387,157.82

TOTAL DIRECT AND INDIRECT COST \$1,155,056.78

PROFIT (Please enter percentage) 2.09% \$24,092.83

TOTAL MONTHLY COST \$1,179,149.61

TOTAL 5 MONTHS COST \$5,895,748.04

* FTE values represent the total work effort based on 2,080 hours per year and do not necessarily reflect the actual headcount of 133 individual guards assigned in SOW, Attachment 2, Minimum Staffing Plan by Zone.

BUDGET NARRATIVE FOR SECURITY GUARD SERVICES

BUDGET NARRATIVE		EXHIBIT 13
Contractor Name: <u>Allied Universal</u> Sector: <u>South</u> Contract Period: <u>July 1, 2029 - November 30, 2029</u>		
<u>DIRECT COST</u>		
Armed Security Guard	Cost of the monthly hours as represented in the staffing plan multiplied by the wage.	
Armed Security Guard Supervisor	Cost of the monthly hours as represented in the staffing plan multiplied by the wage.	
Armed Security Guard OT	1.5 times the wage of the Armed Security Guard times the monthly hours derived from the staffing plan.	
Armed Security Guard Supervisor OT	No Armed Security Guard Supervisor OT included in the staffing plan = \$0	
Medical Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.	
Dental Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.	
Life Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.	
Other (list)		
Payroll Taxes (List all appropriate, e.g., FICA, FUI, SUI)	Labor cost multiplied by the payroll tax as follows: FICA 7.65%, FUI 0.30%, SUI 0.61%	
Supplies		
Services		
Office Equipment		
Telephone/Utilities		
Other (please continue to list)		
<u>INDIRECT COST</u>		
General Accounting/Bookkeeping	Costs include payroll department, payroll services, bank fees, interests, costs associated with generating and distributing payroll to employees. Includes billing department, accounting fees, audits, tax return preparation, inter auditing, 3rd party audits, all associated accounting services and processes.	
Management Overhead (Specify)	Overhead costs pertaining to County specific office and specific personnel supporting the DPSS contract. Recruiting department, expenses associated with recruiting department, Human Resources, expenses associated with Human Resources Department, associated personnel in each department.	
Other (Specify)	Costs of operating office, regulatory costs required to operate a business with employees and the additional departments to maintain management and oversight. Legal, recordskeeping, IT, etc.	
Profit	The difference left from the billable cost from all other costs as described above. (2.09%)	

EXHIBIT 13
BUDGET SHEET FOR SECURITY GUARD SERVICES
Option Year 1
Period: December 1, 2029 through June 30, 2030

Proposer: Allied UniversalSECTOR: South**DIRECT COST** (List each staff classification)

Payroll Title	Full Time Equivalent FTE*	Hourly Rate	Monthly Hours	Monthly Salary
Armed Security Guard	128.00	\$28.20	22,162.80	\$624,990.96
Armed Security Guard Supervisor	13.50	\$30.37	2,336.00	\$70,944.32
Total Salaries and Wages				\$695,935.28
Payroll Title	FTE*	Hourly OT Rate	Monthly OT Hours	Monthly Salary
Armed Security Guard Overtime (OT)	128.00	\$42.30	73.00	\$3,087.90
Armed Security Guard Supervisor OT	13.50	\$45.56	0.00	\$0.00
OT Total Salaries and Wages				\$3,087.90
GRAND TOTAL				\$699,023.18

Employee Benefits	FTE	Monthly Cost per FTE	Total Monthly Cost
Medical Insurance	141.50	\$45.25	\$6,402.60
Dental Insurance	141.50	\$22.62	\$3,201.30
Life Insurance	141.50	\$12.79	\$1,809.43
Other (list)			\$0.00
Total Benefits			\$11,413.33

Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc. List each item separately and add additional lines if necessary)	
FICA	\$53,239.05
FUI	\$2,087.81
SUI	\$4,245.21
Total Payroll Taxes	\$59,572.07

Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	
Supplies	\$0.00
Services	\$0.00
Office Equipment	\$0.00
Telephone/Utilities	\$0.00
Other (please continue to list)	\$0.00
Total Insurance/Misc. S & S	\$0.00

TOTAL DIRECT COSTS \$770,008.58

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$48,019.53
Management Overhead (Specify)	\$95,691.10
Other (Specify) Client Management	\$115,873.22
Other (Specify) Overhead Costs	\$128,637.59

TOTAL INDIRECT COSTS \$388,221.44

TOTAL DIRECT AND INDIRECT COST \$1,158,230.02

PROFIT (Please enter percentage) 2.09% \$24,159.01

TOTAL MONTHLY COST \$1,182,389.03

TOTAL 7 MONTHS COST \$8,276,723.21

* FTE values represent the total work effort based on 2,080 hours per year and do not necessarily reflect the actual headcount of 133 individual guards assigned in SOW, Attachment 2, Minimum Staffing Plan by Zone.

BUDGET NARRATIVE FOR SECURITY GUARD SERVICES
Option Year 1

EXHIBIT 13	
BUDGET NARRATIVE	
Contractor Name: <u>Allied Universal</u>	
Sector: <u>South</u>	
Contract Period: <u>December 1, 2029 - June 30, 2030</u>	
<u>DIRECT COST</u>	
Armed Security Guard	Cost of the monthly hours as represented in the staffing plan multiplied by the wage.
Armed Security Guard Supervisor	Cost of the monthly hours as represented in the staffing plan multiplied by the wage.
Armed Security Guard OT	1.5 times the wage of the Armed Security Guard times the monthly hours derived from the staffing plan.
Armed Security Guard Supervisor OT	No Armed Security Guard Supervisor OT included in the staffing plan = \$0
Medical Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.
Dental Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.
Life Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.
Other (list)	
Payroll Taxes (List all appropriate, e.g., FICA, FUI, SUI)	Labor cost multiplied by the payroll tax as follows: FICA 7.65%, FUI 0.30%, SUI 0.61%
Supplies	
Services	
Office Equipment	
Telephone/Utilities	
Other (please continue to list)	
<u>INDIRECT COST</u>	
General Accounting/Bookkeeping	Costs include payroll department, payroll services, bank fees, interests, costs associated with generating and distributing payroll to employees. Includes billing department, accounting fees, audits, tax return preparation, inter auditing, 3rd party audits, all associated accounting services and processes.
Management Overhead (Specify)	Overhead costs pertaining to County specific office and specific personnel supporting the DPSS contract. Recruiting department, expenses associated with recruiting department, Human Resources, expenses associated with Human Resources Department, associated personnel in each department.
Other (Specify)	Costs of operating office, regulatory costs required to operate a business with employees and the additional departments to maintain management and oversight. Legal, recordskeeping, IT, etc.
Profit	The difference left from the billable cost from all other costs as described above. (2.09%)

EXHIBIT 13
BUDGET SHEET FOR SECURITY GUARD SERVICES
Option Year 1
Period: July 1, 2030 through November 30, 2030

Proposer: Allied UniversalSECTOR: South**DIRECT COST** (List each staff classification)

Payroll Title	Full Time Equivalent FTE*	Hourly Rate	Monthly Hours	Monthly Salary
Armed Security Guard	127.60	\$28.98	22,102.08	\$640,518.28
Armed Security Guard Supervisor	13.50	\$31.21	2,329.60	\$72,706.82
Total Salaries and Wages				\$713,225.09
Payroll Title	FTE*	Hourly OT Rate	Monthly OT Hours	Monthly Salary
Armed Security Guard Overtime (OT)	127.60	\$43.47	72.80	\$3,164.62
Armed Security Guard Supervisor OT	13.50	\$46.82	-	\$0.00
OT Total Salaries and Wages				\$3,164.62
GRAND TOTAL				\$716,389.71

Employee Benefits	FTE	Monthly Cost per FTE	Total Monthly Cost
Medical Insurance	141.10	\$46.50	\$6,561.67
Dental Insurance	141.10	\$23.25	\$3,280.84
Life Insurance	141.10	\$13.14	\$1,854.39
Other (list)			\$0.00
Total Benefits			\$11,696.90

Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc. List each item separately and add additional lines if necessary)	
FICA	\$54,561.72
FUI	\$2,139.68
SUI	\$4,350.67
Total Payroll Taxes	\$61,052.07

Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	
Supplies	\$0.00
Services	\$0.00
Office Equipment	\$0.00
Telephone/Utilities	\$0.00
Other (please continue to list)	\$0.00
Total Insurance/Misc. S & S	\$0.00

TOTAL DIRECT COSTS \$789,138.68

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$49,212.53
Management Overhead (Specify)	\$98,068.45
Other (Specify) Client Management	\$118,751.98
Other (Specify) Overhead Costs	\$133,551.01

TOTAL INDIRECT COSTS \$399,583.97

TOTAL DIRECT AND INDIRECT COST \$1,188,722.65

PROFIT (Please enter percentage) 2.09% \$24,795.04

TOTAL MONTHLY COST \$1,213,517.69

TOTAL 5 MONTHS COST \$6,067,588.44

* FTE values represent the total work effort based on 2,080 hours per year and do not necessarily reflect the actual headcount of 133 individual guards assigned in SOW, Attachment 2, Minimum Staffing Plan by Zone.

BUDGET NARRATIVE FOR SECURITY GUARD SERVICES
Option Year 1

EXHIBIT 13	
BUDGET NARRATIVE	
Contractor Name: <u>Allied Universal</u>	
Sector: <u>South</u>	
Contract Period: <u>July 1, 2030 - November 30, 2030</u>	
<u>DIRECT COST</u>	
Armed Security Guard	Cost of the monthly hours as represented in the staffing plan multiplied by the wage.
Armed Security Guard Supervisor	Cost of the monthly hours as represented in the staffing plan multiplied by the wage.
Armed Security Guard OT	1.5 times the wage of the Armed Security Guard times the monthly hours derived from the staffing plan.
Armed Security Guard Supervisor OT	No Armed Security Guard Supervisor OT included in the staffing plan = \$0
Medical Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.
Dental Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.
Life Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.
Other (list)	
Payroll Taxes (List all appropriate, e.g., FICA, FUI, SUI)	Labor cost multiplied by the payroll tax as follows: FICA 7.65%, FUI 0.30%, SUI 0.61%
Supplies	
Services	
Office Equipment	
Telephone/Utilities	
Other (please continue to list)	
<u>INDIRECT COST</u>	
General Accounting/Bookkeeping	Costs include payroll department, payroll services, bank fees, interests, costs associated with generating and distributing payroll to employees. Includes billing department, accounting fees, audits, tax return preparation, inter auditing, 3rd party audits, all associated accounting services and processes.
Management Overhead (Specify)	Overhead costs pertaining to County specific office and specific personnel supporting the DPSS contract. Recruiting department, expenses associated with recruiting department, Human Resources, expenses associated with Human Resources Department, associated personnel in each department.
Other (Specify)	Costs of operating office, regulatory costs required to operate a business with employees and the additional departments to maintain management and oversight. Legal, recordskeeping, IT, etc.
Profit	The difference left from the billable cost from all other costs as described above. (2.09%)

EXHIBIT 13
BUDGET SHEET FOR SECURITY GUARD SERVICES
Option Year 2
Period: December 1, 2030 through June 30, 2031

Proposer: Allied UniversalSECTOR: South**DIRECT COST** (List each staff classification)

Payroll Title	Full Time Equivalent FTE*	Hourly Rate	Monthly Hours	Monthly Salary
Armed Security Guard	128.00	\$28.98	22,162.80	\$642,277.94
Armed Security Guard Supervisor	13.50	\$31.21	2,336.00	\$72,906.56
Total Salaries and Wages				\$715,184.50
Payroll Title	FTE*	Hourly OT Rate	Monthly OT Hours	Monthly Salary
Armed Security Guard Overtime (OT)	128.00	\$43.47	73.00	\$3,173.31
Armed Security Guard Supervisor OT	13.50	\$46.82	0.00	\$0.00
OT Total Salaries and Wages				\$3,173.31
GRAND TOTAL				\$718,357.81

Employee Benefits	FTE	Monthly Cost per FTE	Total Monthly Cost
Medical Insurance	141.50	\$46.50	\$6,579.70
Dental Insurance	141.50	\$23.25	\$3,289.85
Life Insurance	141.50	\$13.14	\$1,859.48
Other (list)			\$0.00
Total Benefits			\$11,729.03

Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc. List each item separately and add additional lines if necessary)	
FICA	\$54,711.61
FUI	\$2,145.55
SUI	\$4,362.63
Total Payroll Taxes	\$61,219.79

Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	
Supplies	\$0.00
Services	\$0.00
Office Equipment	\$0.00
Telephone/Utilities	\$0.00
Other (please continue to list)	\$0.00
Total Insurance/Misc. S & S	\$0.00

TOTAL DIRECT COSTS \$791,306.63

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$49,347.73
Management Overhead (Specify)	\$98,337.87
Other (Specify) Client Management	\$119,078.22
Other (Specify) Overhead Costs	\$133,917.90

TOTAL INDIRECT COSTS \$400,681.72

TOTAL DIRECT AND INDIRECT COST \$1,191,988.35

PROFIT (Please enter percentage) 2.09% \$24,863.17

TOTAL MONTHLY COST \$1,216,851.53

TOTAL 7 MONTHS COST \$8,517,960.69

* FTE values represent the total work effort based on 2,080 hours per year and do not necessarily reflect the actual headcount of 133 individual guards assigned in SOW, Attachment 2, Minimum Staffing Plan by Zone.

BUDGET NARRATIVE FOR SECURITY GUARD SERVICES
Option Year 2

EXHIBIT 13	
BUDGET NARRATIVE	
Contractor Name: <u>Allied Universal</u>	
Sector: <u>South</u>	
Contract Period: <u>December 1, 2030 - June 30, 2031</u>	
<u>DIRECT COST</u>	
Armed Security Guard	Cost of the monthly hours as represented in the staffing plan multiplied by the wage.
Armed Security Guard Supervisor	Cost of the monthly hours as represented in the staffing plan multiplied by the wage.
Armed Security Guard OT	1.5 times the wage of the Armed Security Guard times the monthly hours derived from the staffing plan.
Armed Security Guard Supervisor OT	No Armed Security Guard Supervisor OT included in the staffing plan = \$0
Medical Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.
Dental Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.
Life Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.
Other (list)	
Payroll Taxes (List all appropriate, e.g., FICA, FUI, SUI)	Labor cost multiplied by the payroll tax as follows: FICA 7.65%, FUI 0.30%, SUI 0.61%
Supplies	
Services	
Office Equipment	
Telephone/Utilities	
Other (please continue to list)	
<u>INDIRECT COST</u>	
General Accounting/Bookkeeping	Costs include payroll department, payroll services, bank fees, interests, costs associated with generating and distributing payroll to employees. Includes billing department, accounting fees, audits, tax return preparation, inter auditing, 3rd party audits, all associated accounting services and processes.
Management Overhead (Specify)	Overhead costs pertaining to County specific office and specific personnel supporting the DPSS contract. Recruiting department, expenses associated with recruiting department, Human Resources, expenses associated with Human Resources Department, associated personnel in each department.
Other (Specify)	Costs of operating office, regulatory costs required to operate a business with employees and the additional departments to maintain management and oversight. Legal, recordskeeping, IT, etc.
Profit	The difference left from the billable cost from all other costs as described above. (2.09%)

EXHIBIT 13
BUDGET SHEET FOR SECURITY GUARD SERVICES
Option Year 2
Period: July 1, 2031 through November 30, 2031

Proposer: Allied UniversalSECTOR: South**DIRECT COST** (List each staff classification)

Payroll Title	Full Time Equivalent FTE*	Hourly Rate	Monthly Hours	Monthly Salary
Armed Security Guard	127.60	\$29.78	22,102.08	\$658,199.94
Armed Security Guard Supervisor	13.50	\$32.07	2,329.60	\$74,710.27
Total Salaries and Wages				\$732,910.21
Payroll Title	FTE*	Hourly OT Rate	Monthly OT Hours	Monthly Salary
Armed Security Guard Overtime (OT)	127.60	\$44.67	72.80	\$3,251.98
Armed Security Guard Supervisor OT	13.50	\$48.11	-	\$0.00
OT Total Salaries and Wages				\$3,251.98
GRAND TOTAL				\$736,162.19

Employee Benefits	FTE	Monthly Cost per FTE	Total Monthly Cost
Medical Insurance	141.10	\$47.79	\$6,742.77
Dental Insurance	141.10	\$23.89	\$3,371.39
Life Insurance	141.10	\$13.51	\$1,905.57
Other (list)			\$0.00
Total Benefits			\$12,019.73

Payroll Taxes (List all appropriate, e.g., FICA, SUI, etc. List each item separately and add additional lines if necessary)	
FICA	\$56,067.63
FUI	\$2,198.73
SUI	\$4,470.75
Total Payroll Taxes	\$62,737.11

Insurance (List Type/Coverage. See Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	
Supplies	\$0.00
Services	\$0.00
Office Equipment	\$0.00
Telephone/Utilities	\$0.00
Other (please continue to list)	\$0.00
Total Insurance/Misc. S & S	\$0.00

TOTAL DIRECT COSTS \$810,919.03

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$50,570.80
Management Overhead (Specify)	\$100,775.15
Other (Specify) Client Management	\$122,029.55
Other (Specify) Overhead Costs	\$140,039.91

TOTAL INDIRECT COSTS \$413,415.41

TOTAL DIRECT AND INDIRECT COST \$1,224,334.44

PROFIT (Please enter percentage) 2.09% \$25,537.89

TOTAL MONTHLY COST \$1,249,872.33

TOTAL 5 MONTHS COST \$6,249,361.66

* FTE values represent the total work effort based on 2,080 hours per year and do not necessarily reflect the actual headcount of 133 individual guards assigned in SOW, Attachment 2, Minimum Staffing Plan by Zone.

BUDGET NARRATIVE FOR SECURITY GUARD SERVICES
Option Year 2

BUDGET NARRATIVE		EXHIBIT 13
Contractor Name: <u>Allied Universal</u>		
Sector: <u>South</u>		
Contract Period: <u>July 1, 2031 - November 30, 2031</u>		
<u>DIRECT COST</u>		
Armed Security Guard	Cost of the monthly hours as represented in the staffing plan multiplied by the wage.	
Armed Security Guard Supervisor	Cost of the monthly hours as represented in the staffing plan multiplied by the wage.	
Armed Security Guard OT	1.5 times the wage of the Armed Security Guard times the monthly hours derived from the staffing plan.	
Armed Security Guard Supervisor OT	No Armed Security Guard Supervisor OT included in the staffing plan = \$0	
Medical Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.	
Dental Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.	
Life Insurance	Total staff costs, combined Armed Security Guard and Armed Supervisor multiplied by the prorated premium for the benefit plan. The benefit premium is derived from the total premium times the percentage participation of the staff. Approximate average of 30%.	
Other (list)		
Payroll Taxes (List all appropriate, e.g., FICA, FUI, SUI)	Labor cost multiplied by the payroll tax as follows: FICA 7.65%, FUI 0.30%, SUI 0.61%	
Supplies		
Services		
Office Equipment		
Telephone/Utilities		
Other (please continue to list)		
<u>INDIRECT COST</u>		
General Accounting/Bookkeeping	Costs include payroll department, payroll services, bank fees, interests, costs associated with generating and distributing payroll to employees. Includes billing department, accounting fees, audits, tax return preparation, inter auditing, 3rd party audits, all associated accounting services and processes.	
Management Overhead (Specify)	Overhead costs pertaining to County specific office and specific personnel supporting the DPSS contract. Recruiting department, expenses associated with recruiting department, Human Resources, expenses associated with Human Resources Department, associated personnel in each department.	
Other (Specify)	Costs of operating office, regulatory costs required to operate a business with employees and the additional departments to maintain management and oversight. Legal, recordskeeping, IT, etc.	
Profit	The difference left from the billable cost from all other costs as described above. (2.09%)	

COUNTY'S ADMINISTRATIONCONTRACT NO. Click or tap here to enter text.**COUNTY CONTRACT DIRECTOR:**Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.**SUPERVISING COUNTY CONTRACT ADMINISTRATOR:**Name: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.**COUNTY CONTRACT ADMINISTRATOR:**Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.**DPSS SECURITY COORDINATOR:**Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.**COUNTY CONTRACT PROGRAM MONITOR:**Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Allied Universal
 CONTRACT NO.

CONTRACTOR PROJECT MANAGER:

Name: William Gonzalez
 Title: Account Manager
 Address: 17547 Ventura Blvd Ste 200, Encino, CA 91316
 Telephone: (818) 370-1543
 E-mail Address: William.Gonzalez@aus.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Keith O'Shea
 Title: Branch Manager
 Address: 17547 Ventura Blvd Ste 200, Encino, CA 91316
 Telephone: (818) 307 - 6675
 E-mail Address: Keith.Oshea@aus.com

Name: Marlene Montes
 Title: Asst Account Manager
 Address: 17547 Ventura Blvd Ste 200, Encino, CA 91316
 Telephone: (818) 205-6264
 E-mail Address: Marlene.Montes@aus.com

NOTICES TO CONTRACTOR:

Name: Steve Claton
 Title: Regional President
 Address: 450 Exchange, Irvine, CA 92602
 Telephone: (714) 619-9719
 E-mail Address: Steve.Claton@aus.com

Name: Scott Naso
 Title: Senior Regional Vice President
 Address: 700 Flower St. suite 400, Los Angeles, CA 90017
 Telephone: (213) 923-5842
 E-mail Address: Scott.Naso@aus.com

Name: Edward Eccles
 Title: Regional Vice President
 Address: 21300 Victory Blvd #600, Woodland Hills, CA 91367
 Telephone: (919) 475-5894
 E-mail Address: Edward.Eccles@aus.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTContractor Name: Universal Protection Service, LP dba Allied Universal

Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: 8/6/2006PRINTED NAME: Edward J. N. EcclesPOSITION: Regional Vice President

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: Contractor shall ensure that this certification is executed and placed in Contractor's Employee's Personnel Profile prior to executing Contract. Document must be provided to the County upon request. Work by the employee cannot begin on the Contract until this document is executed.)

Contractor Name: _____ Contract No _____

Employee Name: _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: Contractor shall ensure that this certification is executed and placed in Contractor's Employee's Personnel Profile prior to executing Contract. Document must be provided to the County upon request. Work by the employee cannot begin on the Contract until this document is executed.)

Contractor Name: _____ Contract No _____

Non-Employee Name: _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

SAFELY SURRENDERED BABY LAW
(INTENTIONALLY OMITTED)

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

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

Do hereby state:

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

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

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

Print Name and Title

Owner or Company Representative Signature:

Date:

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

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" will mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" will mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate will make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate must not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate must not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate must not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate must implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate must comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

- 5.1.2 Business Associate must report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3 Business Associate must report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate must provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate must make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-

permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate must make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect themselves from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate must provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate must delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate must document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate must ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate must take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor must terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate must immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate must provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and must provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access will be provided or denied will be determined by Covered Entity.

- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate must provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment will be granted or denied will be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate must maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 must include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate must document the information specified in Section 9.1.1, and must maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate must provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the receipt of the request, and must provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting must be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate must comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate must make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate must immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate must mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate must, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate must notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate must be written in plain language, will be subject to review and approval by Covered Entity, and must include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect themselves from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, including a toll-free

telephone number, an e-mail address, Web site, or postal address.

- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate must reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity will not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate must indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity will notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate must thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity will not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by

Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement will be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 will survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which must be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate must return or, if agreed to by Covered entity, must destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by

Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate will retain no copies of the Protected Health Information.

- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 will mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and must return or destroy all other Protected Health Information.
 - 18.3.1 Business Associate must extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate must not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
 - 18.3.2 Business Associate must return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate must ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate will mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity will execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, will not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement will control. Otherwise, this Business Associate Agreement will be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

CHARITABLE CONTRIBUTIONS CERTIFICATION
(INTENTIONALLY OMITTED)

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor must exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
 - Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
 - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
 - Protect against accidental loss or destruction of, or damage to, County Information; and
 - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program must include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor must collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings,

schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.

- d. **Individual Requests.** The Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor must perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor must screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, must conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor must require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor must supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor must have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor must obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (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.

In addition, the Contractor must not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor must return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor must return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;

- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor must:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications must be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

James Thurmond
Acting Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5660
JThurmond@cio.lacounty.gov

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363
LRussell@ceo.lacounty.gov

Departmental Information Security Officer:

Robert Rodgers
Department Information Security Officer II
12851 Crossroads Parkway South
City of Industry, CA 91746
562-551-3487
RobertRodgers@dpss.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor will 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 the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will 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 are available within law or equity. Any breach of Section 6 CONFIDENTIALITY will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor must periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor must provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section must be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor must complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

The Contractor must secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor must secure and maintain cyber liability insurance coverage with limits of at least \$_____ per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, must not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will 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.

SAMPLE MONTHLY INVOICES
TO BE PROVIDED AFTER CONTRACT AWARD

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

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

PROPOSER/CONTRACTOR CERTIFICATION

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

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

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

Print Name:	Title:
Signature:	Date:

CIVIL RIGHTS COMPLAINT – CONTRACTOR FORM AND FLOWCHART

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT FORM

This form is to be used to file a DPSS complaint of discriminatory treatment for violations against any of the protected classes covered under California Department of Social Services Division 21. According to the Los Angeles County DPSS Civil Rights Handbook, this form is not required to formally submit a discrimination complaint.

You may file a complaint if you feel that you have been discriminated against due to your:

- National Origin (Includes Language)
- Race
- Ethnic Group Identification
- Sex
- Gender Identity
- Marital Status
- Medical Condition
- Religion
- Disability (Physical or Mental)
- Immigration Status
- Color
- Ancestry
- Age
- Gender Expression
- Sexual Orientation
- Domestic Partnership
- Genetic Information
- Political Affiliation
- Citizenship
- Any other applicable basis

Instructions:

1. Complete the attached PA 607 form, Complaint of Discriminatory Treatment. Be sure to include your name, telephone number, mailing address, case number, and a description of the alleged discrimination (attach additional pages, if necessary). To submit your complaint anonymously, you may leave the name section blank and write "Anonymous" in the signature section.
2. Provide the corrective action being requested to resolve the alleged discrimination.
3. Sign the form.
4. Submit the complaint form in-person at any DPSS office, by phone, fax, email, or by U.S. mail to:

Department of Public Social Services
Civil Rights Section
12860 Crossroads Parkway South
City of Industry, CA 91746
Telephone: (562) 908-8501
Fax: (562) 692-2240
Email: DPSSCivilRights@dpss.lacounty.gov

Please Note:

- DPSS Civil Rights Section will assign an investigator who will acknowledge receipt of your complaint in writing.
- Submitting a PA 607 is not a requirement to submit a report of discrimination; you may file a written complaint by email, a verbal complaint by telephone, or by informing any DPSS employee to initiate a complaint of discrimination.
- Retaliation is included as a protected activity under CDSS Division 21 and is prohibited. A retaliation complaint is described as any form of intimidation, threatening, coercing, or discriminating against any individual engaging in a protected activity, such as filing a complaint, testifying, or participating in any manner in any investigation, proceeding, or hearing. This is not the same as a discrimination complaint, however, it is prohibited under CDSS Division 21.

COMPLAINT OF DISCRIMINATORY TREATMENT FORM – ENGLISH

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

Please return completed form to:
Department of Public Social Services Civil Rights Section
 12860 Crossroads Parkway South
 City of Industry, CA 91746
E-mail: DPSSCivilRights@dpss.lacounty.gov
Phone: (562) 908-8501
Fax: (562) 692-2240

CASE NAME: _____

CASE NUMBER: _____

I, _____, hereby file this complaint of discriminatory treatment
 (Please print your name) and request that an investigation be conducted.

I believe I was discriminated against because of my (check at least one box):

☐ NATIONAL ORIGIN (including language)	☐ AGE	☐ RELIGION
☐ COLOR	☐ SEX	☐ POLITICAL AFFILIATION
☐ RACE	☐ GENDER EXPRESSION	☐ CITIZENSHIP
☐ ANCESTRY	☐ GENDER IDENTITY	☐ IMMIGRATION STATUS
☐ ETHNIC GROUP	☐ SEXUAL ORIENTATION	☐ ANY OTHER APPLICABLE BASIS: _____
☐ IDENTIFICATION	☐ MARITAL STATUS	
☐ PHYSICAL OR MENTAL DISABILITY	☐ DOMESTIC PARTNERSHIP	
	☐ MEDICAL CONDITION	
	☐ GENETIC INFORMATION	

I BELIEVE I WAS RETALIATED AGAINST BECAUSE: _____

DATE OF OCCURRENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED/RETALIATED AGAINST ME: _____

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS: _____

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN: _____

_____ **CONSENT GRANTED** – By initialing this option, I am authorizing the Department of Public Social Services, Civil Rights Section (CRS) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable Federal and State laws and regulations. I hereby authorize CRS to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

Initial on the line
above if you give
consent.

_____ **CONSENT DENIED** – I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint **may not** be investigated as a result of my refusal to give my consent for the release of information.

Initial on the line
above if you do
not give consent.

(SIGNATURE) _____

(DATE) _____

ADDRESS: _____

TELEPHONE: _____

PA – 607 (REVISED 5/2023) ENGLISH

State of California – Health and Human Services Agency

California Department of Social Services

COMPLAINT OF DISCRIMINATION

Name	Program Type
Street Address	Case Number
City, State, Zip Code	Phone Number

I believe I have been discriminated against on the basis of:

☐ National Origin	☐ Sex	☐ Medical Condition
☐ Color	☐ Gender Identity	☐ Genetic Information
☐ Race	☐ Gender Expression	☐ Religion
☐ Ancestry	☐ Sexual Orientation	☐ Political Affiliation
☐ Ethnic Group	☐ Marital Status	☐ Disability
☐ Age	☐ Domestic Partnership	☐ Any Other Applicable Basis _____

Name Of Person Who Discriminated	Title	Date Of Occurrence	Place Of Occurrence Agency

Describe in your own words what action(s) have happened to lead you to believe you have been discriminated against.

Indicate what resolution you are seeking.

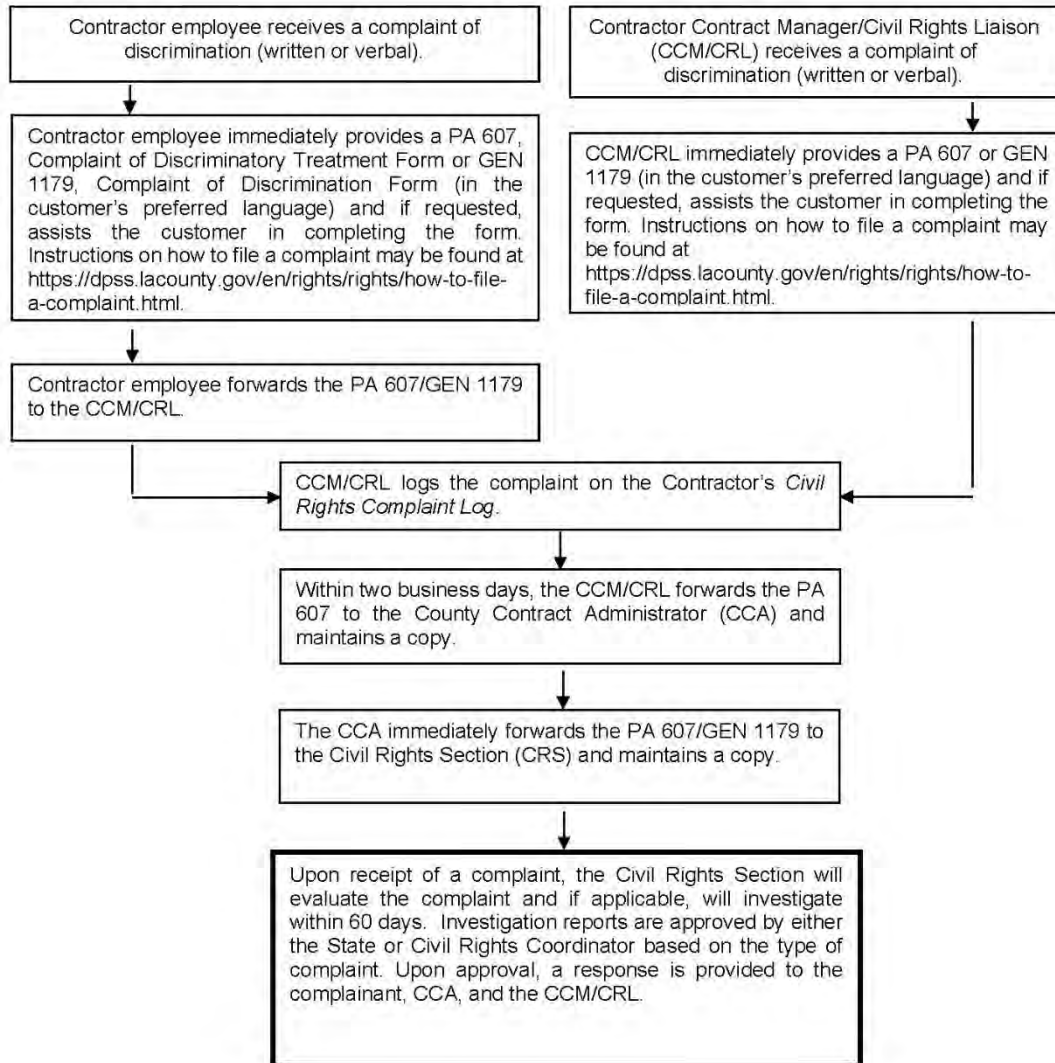
I understand the above information is true and complete to the best of my knowledge and belief.

- ☐ I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint may not be investigated as a result of my refusal to give my consent for the release of information.
- ☐ By signing this complaint, I am authorizing the CDSS Civil Rights Bureau (CRB) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable federal and state laws and regulations. I hereby authorize CRB to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

Complainant's Signature	Date

GEN 1179 (5/18)

CIVIL RIGHTS COMPLAINT FLOWCHART PROCESS FOR CONTRACTORS



Rev. 06/2024

CONTRACTOR'S CERTIFICATION OF OFFICE LOCATION**CONTRACTOR NAME:**

The service office(s) is/are located at:

Address 1: Corporate HQ - Allied Universal 450 Exchange, Irvine, CA 92602

Address 2: County of LA Branch - Allied Universal 17547 Ventura Blvd | Suite #200 | Encino, CA 91316

Address 3: Support Branch - Allied Universal 17547 Ventura Blvd | Suite #200 | Encino, CA 91316

Address 4: Patrol Division - Allied Universal 5304 Derry Ave, Unit T, Agoura Hills, CA 91301

Address 5: Support Branch - 535 North Brand Boulevard, Suite 101, Glendale, CA 91203

Address 6: Support Branch - 700 S Flower Street, Suite 400, Los Angeles, CA 90017

By signing this certification form, this Contractor certifies:

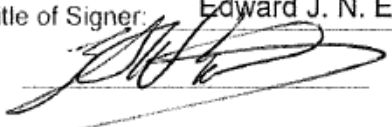
- ☒ At least one of the office(s) listed above will be located in Los Angeles County at the time of Contract award.

OR

- ☐ **(If no office(s) are identified above)** At least one office will be located in Los Angeles County at the time of Contract award.

Name of Firm: Universal Protection Service, LP dba Allied Universal Security Services

Name and Title of Signer: Edward J. N. Eccles

Signature: 

Date: 8/6/2026

NEPOTISM POLICY STATEMENT OF UNDERSTANDING

Nepotism means favoritism shown to close relatives and closely related employees. Close relatives and closely related to employees include their father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, husband, wife, child, stepchild, grandfather, grandmother, grandchild, uncle, aunt, cousin, niece, nephew, half-brother, half sister, stepbrother, stepsister, adoptive child, adoptive parents, foster parents, foster child(ren), registered domestic partners, unregistered domestic partners (e.g., boyfriend/girlfriend, boyfriend/boyfriend, girlfriend/girlfriend living together but not registered), guardianship (e.g., preserver, custodian, ward and/or trustee of any Contractor employee).

ACKNOWLEDGEMENT

I have read the Nepotism Policy as stated herein. I understand that it is my responsibility to be aware of possible conflicts of interest, and to immediately notify my supervisor (Manager/Director) of the facts in writing so that a determination can be made as to whether or not nepotism or the appearance of nepotism exists.

I understand that failure to comply with this Nepotism Policy may result in discharge.

With my signature affixed to this form, I acknowledge that I have been informed of Nepotism Policy herein specified, and the consequences of failure to comply.

Employee Name: _____ Witness Signature: _____
(Immediate Supervisor) _____ Date _____

Employee Signature: _____ Witness Job Title: _____
_____ Date _____

Check

- Original to employee's Office Personnel Folder ()
- Copy to employee ()

DIGITAL ACCESSIBILITY REQUIREMENTS

These requirements are compliance standards for all websites, applications, documents, and video content published by or on behalf of the County of Los Angeles (“County”) to ensure meeting accessibility requirements for individuals with disabilities, including those who rely on assistive technologies. These requirements are based on Title II of the Americans with Disabilities Act (ADA), which requires state and local governments to provide equal access to programs, services, and activities; and the [Web Content Accessibility Guidelines](#) (WCAG) 2.1 Levels A and AA, which define international requirements for accessible web content.

These requirements apply to County contractors responsible for developing, maintaining, or publishing digital content. This includes digital content included on external and internal websites, web applications, mobile applications, documents, multimedia, social media, maps and dashboards, and third-party applications.

Definitions

- **Web Content Accessibility Guidelines [WCAG](#) 2.1:** Version 2.1, developed by the W3C. eb Content Accessibility Guidelines (WCAG) 2.1 covers a wide range of recommendations for making web content more accessible. Following these guidelines will make content more accessible to a wider range of people with disabilities, including accommodations for blindness and low vision, deafness and hearing loss, limited movement, speech disabilities, photosensitivity, and combinations of these, and some accommodation for learning disabilities and cognitive limitations; but will not address every user need for people with these disabilities. These guidelines address accessibility of web content on any kind of device (including desktops, laptops, kiosks, and mobile devices). The guidelines are intended to make web content more usable to users in general.
- **Level A/AA:** Conformance levels representing basic and intermediate accessibility requirements.
- **Assistive Technology:** Devices or software (e.g., screen readers, magnifiers) that help individuals with disabilities interact with digital content.
- **Automated Testing:** The use of software tools to scan digital content for accessibility issues that can be detected programmatically. Automated testing identifies issues such as missing alt text, low color contrast, improper heading structures, and keyboard traps.
- **Manual Testing:** The process of using human testers to evaluate accessibility success criteria that automated tools cannot reliably detect. This includes testing keyboard navigation, focus order, screen reader behavior, error messaging, and content structure.
- **Success Criteria:** Written as testable statements that are not technology-specific. Guidance about satisfying the success criteria in specific technologies, as well as general information about interpreting the success criteria, is provided in separate documents. Reference the Web Content Accessibility Guidelines ([WCAG](#)) Overview for an introduction and links to WCAG technical and educational material.

Digital Accessibility Requirements

A. Websites and Web Applications

Websites and web applications must comply with the following requirements. Refer to the success criteria reference for further guidance.

- **Automated Testing:** Websites and web applications must meet at least 90% of the 24 [WCAG](#) 2.1 Level A and AA success criteria designated for automated testing. See the Success Criteria Reference for the full list.
- **Manual Testing:** Websites and web applications must meet the 10 [WCAG](#) 2.1 Level A and AA success criteria designated for manual testing. See the Success Criteria Reference for details.
- **Accessibility Statement:** Pages must include a link to the County's accessibility statement and a contact form allowing users to submit accessibility requests.

B. Mobile Applications

Mobile apps must meet the following requirements. Refer to the success criteria reference for further guidance.

- **1.1.1 Non-text Content:** Provide text alternatives for non-text content that serves the same purpose.
- **1.3.1 Info and Relationships:** Content, structure and relationships can be programmatically determined.
- **1.4.3 Contrast (Minimum):** Text and images of text must have a contrast ratio of at least 4.5:1 against their background.
- **1.4.4 Resize Text** - Text can be resized to 200% without loss of content or function.
- **1.4.5 Images of Text** - Don't use images of text.
- **1.4.11 - No text Contrast** - The contrast between user interface components, graphics and adjacent colors is at least 3:1
- **2.1.1 Keyboard:** Functionality must be operable through a keyboard interface without requiring specific timings.
- **2.4.3 Focus Order:** Navigation must follow a meaningful and logical order when moving focus through interactive elements.
- **2.4.4 Link Purpose (In Context):** The purpose of each link must be clear from the link text alone or its context.
- **3.3.1 Error Identification:** If an input error is detected, it must be identified and described to the user in text.
- **4.1.2 Name, Role, Value:** UI components must expose their name, role, and value to assistive technologies.

C. Documents

Accessibility issues identified by the built-in accessibility checker in PDF, Word, Excel, and PowerPoint must be remediated.

D. Multimedia

Video content must comply with criteria 1.2.1, 1.2.2, and 1.2.4. Refer to the success criteria reference for further guidance.

- **1.2.1 Audio-only and Video-only (Prerecorded):** Provide alternatives for audio-only content (such as transcripts) and for video-only content (such as descriptive text or audio tracks that describe visual information).
- **1.2.2 Captions (Prerecorded):** Add synchronized captions to prerecorded videos with audio. Captions must include spoken dialogue and important non-speech information like sound effects or music.
- **1.2.4 Captions (Live):** Add captions to live videos.

Social Media

Social media content must comply with the following requirements. Refer to the success criteria reference for further guidance.

- **1.1.1 Non-text Content:** Non-text content must have a text alternative that serves the same purpose. Posts with flyers, advertisements, etc. must be accompanied by a text equivalent.
- **1.2.1 Audio-only and Video-only (Prerecorded):** Provide alternatives for audio-only content (such as transcripts) and for video-only content (such as descriptive text or audio tracks that describe visual information).
- **1.2.2 Captions (Prerecorded):** Add synchronized captions to prerecorded videos with audio.
- **1.3.2 - Meaningful Sequence:** Present content in a meaningful order. The reading order of post content (text, hashtags, mentions) must make sense when read chronologically.
- **1.4.3 Contrast (Minimum):** Text must have enough contrast against backgrounds.

Maps and Dashboards

Maps and dashboards must comply with the following requirements. Refer to the success criteria reference for further guidance.

The text alternative must convey the same information presented on the map. A skip button must be provided to allow users to bypass the map and access the text alternative directly.

- **1.1.1 Non-text Content:** Non-text content must have a text alternative that serves the same purpose.
- **1.3.3 Sensory Characteristics** Don't rely on shape, color, size, sound, or visual position alone to convey meaning or instructions.
- **1.4.1 Use of Color:** Color must not be the sole means of conveying information.
- **1.4.3 Contrast (Minimum):** Text and images of text must have a contrast ratio of at least 4.5:1.
- **2.1.1 Keyboard:** Functionality must be operable through a keyboard interface.
- **2.5.1 Pointer Gestures** Multi-point and path-based gestures can be operated with a single pointer

E. Third-Party Applications

Contractors providing third-party applications are required to meet all applicable County accessibility requirements set forth in this document.

Contractors must complete a self-assessment of their product, similar to a Voluntary Product Accessibility Template (VPAT), to document and demonstrate their compliance.

F. Exceptions

In accordance with ADA guidance, the following types of content are exempt from full compliance under specific conditions:

- **Archived Web Content:** Content created before the compliance date, retained for reference or recordkeeping, in a dedicated archive, and not updated.
Example: Historical city council meeting minutes stored in an archive section without modifications.
- **Preexisting Conventional Electronic Documents:** Documents (e.g., PDFs, Word, Excel) created before the compliance date, not intended for active use.
Example: An old PDF report from 2015 available on the website for historical reference.
- **Third-Party Content:** Content posted by external parties not under County contract (e.g., public comments on forums).
Example: Comments or posts made by the public on a County-managed forum.
- **Individualized, Password-Protected Documents:** Personalized, secure documents (e.g., employee-specific benefits statements).
Example: A personalized benefits statement accessible only to a particular employee.
- **Preexisting Social Media Posts:** Content posted before the compliance date on official social media accounts.
Example: A Facebook post from 2020 on the County's official page.

Even if content qualifies as an exception, Contractors must provide alternative formats upon request.

G. Monitoring and Enforcement

- Departments are required to provide status of remediation progress every two weeks using the accessibility compliance tracker.
- The accessibility dashboard will be used to monitor compliance benchmarks.
- Training and resources will be provided to ensure compliance across teams.

ESTIMATED ANNUAL COST
FOR
SECURITY GUARD SERVICES

NORTH SECTOR				
	Transition Month 11/1/26 - 11/30/26	12/1/26 - 11/30/27	12/1/27 - 11/30/28	12/1/28 - 11/30/29
Total	\$ 486,488.88	\$6,840,903.12	\$7,045,773.00	\$7,257,014.64
Three-year maximum cost	\$21,630,180			

SOUTH SECTOR			
	12/1/26 - 11/30/27	12/1/27 - 11/30/28	12/1/28 - 11/30/29
Total	\$13,165,928.20	\$13,548,687.25	\$13,940,010.20
Three-year maximum cost	\$40,654,626		