



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, December 8, 2021
TIME: 9:30 a.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW. TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996 ID: 169948309#
[Click here to join the meeting](#)

AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

1. **CALL TO ORDER**
2. **GENERAL PUBLIC COMMENT (15 Minutes)**
3. **INFORMATIONAL ITEM(S):** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
 - A. Board Letter:
APPROVAL OF MODEL MASTER AGREEMENT FOR TRANSCRIPTION SERVICES
Speaker(s): Angelo Faiella and Chris Kusayanagi (Sheriff's)
 - B. Board Letter:
APPROVAL OF MODEL MASTER AGREEMENT FOR POLYGRAPH EXAMINATION SERVICES
Speaker(s): Stephanie Mandujano and Angelo Faiella (Sheriff's)
 - C. Board Letter:
SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF PASADENA FOR TOURNAMENT OF ROSES PARADE AND ROSE BOWL GAME
Speaker(s): Keith Ho and Brian Aguilera (Sheriff's)
 - D. Board Letter:
APPROVE SOLE SOURCE AMENDMENTS TO EXTEND PROPOSITION A CONTRACTS NUMBER 78467 WITH UNIVERSAL PROTECTION SERVICES, LP DBA ALLIED UNIVERSAL SECURITY SERVICES AND NUMBER 78469 WITH SECURITAS SECURITY SERVICES, USA, INC. FOR ARMED AND UNARMED SECURITY GUARD SERVICES
Speaker(s): Irma Santana and Britta Steinbrenner (Sheriff's)

Wednesday, December 8, 2021

E. Board Letter:

ACCEPT FISCAL YEAR 2020 EMERGENCY MANAGEMENT PERFORMANCE GRANT FUNDS AND APPROVE APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2021-22

Speaker(s): Craig Hirakawa (CEO)

F. Board Letter:

APPROVAL OF A SOLE SOURCE AMENDMENT WITH PARTNERS FOR JUSTICE FOR CLIENT ADVOCATE SERVICES FOR THE COUNTY OF LOS ANGELES PUBLIC DEFENDER

Speaker(s): Jon Trochez (Public Defender)

4. PRESENTATION/DISCUSSION ITEM(S):

A. NONE

5. PUBLIC COMMENTS

CLOSED SESSION

CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

Krystal Reyes as Guardian Ad Litem for I.R, v. County of Los Angeles, et al. and Irie Reyes v. County of Los Angeles, et al.

United States District Court Case Nos. 2:19-

Department: Probation

6. ADJOURNMENT

7. UPCOMING ITEMS:

A. Board Briefing:

SHERIFF'S DEPARTMENT – POTENTIAL REVENUE SHORTFALLS/LOSSES REVIEW

Speaker(s): Michael de Castro and Tom Atmayer (Sheriff's)

B. Board Letter:

AUTHORIZE THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT TO ACQUIRE THREE PATROL VESSELS

Speaker(s): Brent Carlson and Ronald Nohles (Sheriff's)

Wednesday, December 8, 2021

- C.** Board Briefing:
CIVILIAN OVERSIGHT COMMISSION (COC) AND OFFICE OF INSPECTOR
GENERAL (OIG) MONTHLY STATUS AND CUSTODY BRIEFING
Speaker(s): Brian Williams (COC) and Max Huntsman (OIG)
- D.** Board Briefing:
DIVISION OF JUVENILE JUSTICE (DJJ) TRANSITION COMMITTEE BRIEFING
Speaker(s): Adam Bettino (Probation)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY
CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE
AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

December 21, 2021

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:

**APPROVAL OF MODEL MASTER AGREEMENT
FOR TRANSCRIPTION SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking approval of a Model Master Agreement (Model Agreement) for qualified contractors to provide as-needed Transcription Services (Services) to the Department's Detective Division.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached Model Agreement for a term of three years, from March 4, 2022, through and including March 3, 2025, with an option to extend for four additional one-year periods, for a total Model Agreement term not to exceed seven years.
2. Delegate authority to the Sheriff, or his designee, to execute Master Agreements (Agreements) substantially similar to the attached Model Agreement with qualified contractors with an initial term commencing March 4, 2022 or upon execution by the Sheriff, whichever is later, and terminating March 3, 2025, plus four additional one-year option periods.

3. Delegate authority to the Sheriff, or his designee, to execute Amendments and Change Notices to the Agreements as set forth throughout the Model Agreement, including Amendments and Change Notices to: (1) effectuate modifications which do not materially affect any term of the Agreements; (2) add new or revised standard County contract provisions adopted by the Board as required periodically; (3) exercise the option terms of the Agreements; (4) effectuate any Cost of Living Adjustment as provided for in the Agreements; (5) effectuate the assignment and delegation/mergers or acquisitions provision; and (6) terminate the Agreements, either in whole or in part, by provision of a ten-day advance written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will provide the Department with a pool of readily available qualified contractors to provide transcriber typists to transcribe recordings of interviews of victims, subjects, witnesses, suspects, Departmental personnel, 911 calls, radio transmissions, polygraph examinations, and other information. The contractors will provide as-needed transcription services to assist the Department's Internal Affairs Bureau, Special Victims Bureau, Fraud and Cyber Crimes Bureau, Homicide Bureau, Operation Safe Streets Bureau, Internal Criminal Investigations Bureau, and any other bureau/unit at the discretion of the County. It is the intent of the Department to issue work to contractors on a rotational basis.

Implementation of Strategic Plan Goals

The recommended services support the County's Strategic Plan, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability. Specifically, by ensuring that the Department obtains candidates who best meet integrity standards, and who are best qualified to continue the Department's tradition of public service.

FISCAL IMPACT/FINANCING

The estimated annual cost for these Services is approximately \$300,000. Actual expenditures will be incurred solely on an as-needed basis. Over the term of the Agreements, appropriate allocations will be established in the Department's operating budget to meet the anticipated need each fiscal year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current Model Agreement for Services was approved by the Board on February 17, 2015. It will expire on March 3, 2022.

The proposed successor Model Agreement was determined to be a Non-Proposition A agreement due to Services being highly specialized and used on an as-needed basis.

The Honorable Board of Supervisors
December 21, 2021
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The Living Wage Program (County Code Chapter 2.2001) does not apply to the recommended Model Agreement.

All Contractors will be required to comply with all Board and Chief Executive Office requirements, including Jury Service, Safely Surrendered Baby Law, Defaulted Property Tax Reduction Program, Zero Tolerance Policy for Human Trafficking, Fair Chance Employment, and Policy of Equity.

The attached Model Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

On July 23, 2021, the Department issued a Request for Statement of Qualifications (RFSQ) for Services. The RFSQ was posted on the County's and Department's websites with an initial closing date of September 3, 2021.

To date, the Department has received four Statements of Qualifications (SOQ). Of the SOQs received, four contractors met the minimum mandatory qualifications and were determined to be qualified. Upon the Board's approval of this action, the Sheriff will execute Agreements with the qualified Contractors.

The RFSQ will remain open until the needs of the Department are met.

IMPACT ON CURRENT SERVICES

Approval of this action will prevent any disruption of Services.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter and two original executed copies of the Model Agreement to the Department's Contracts Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

AV:GF
(Fiscal Administration Bureau-Contracts Unit)

Attachments

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Rodrigo A. Castro-Silva, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Jorge A. Valdez, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Chris E. Marks, Chief, Detective Division
Holly A. Francisco, Commander, Detective Division
Glen C. Joe, Assistant Division Director, ASD
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)
Joe Mendoza, Captain, Homicide Bureau
Dave Culver, Assistant Director, FAB
Chris M. Kusayanagi, Lieutenant, Homicide Bureau
Tina Arevalo, Sergeant, Homicide Bureau
Vanessa C. Chow, Sergeant, ASD
Angelo Faiella, Manager, FAB, Contracts Unit (CU)
Kristine D. Corrales, Deputy ASD
Alex Madera, Senior Contracts Analyst, CU
Gabriela Frierson, Assistant Contracts Analyst, CU
(Contracts – Transcription Services 12-14-21)

**BOARD LETTER/MEMO – FACT SHEET
PUBLIC SAFETY CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	12/1/2021	
BOARD MEETING	12/14/2021	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Sheriff	
SUBJECT	Board approval of Model Master Agreement for Transcription Services	
PROGRAM	Establish Master Agreements with various qualified contractors to provide the Department's Detective Division with as-needed resources by maintaining a pool of readily available qualified contractors to provide transcription services to various bureaus/units within the Division.	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Current Master Agreement for Services expires 3/3/2022.	
COST & FUNDING	Total cost: The estimated annual cost for this Service is approximately \$300,000.	Funding source: The Department has identified sufficient funding within its operating budget.
	TERMS: Master Agreement initial term of three years with options to extend for up to four additional one-year periods.	
	Explanation:	
PURPOSE OF REQUEST	Approval of this action will continue to provide the Department with transcription services for recorded dictation of interviews of victims, subjects, witnesses, suspects, Departmental personnel, 911 calls, radio transmissions, polygraph examinations, and other recorded information.	
BACKGROUND (include internal/external issues that may exist)	<ul style="list-style-type: none"> On 7/23/21, the Department issued a Request for Statement of Qualifications (RFSQ) for services, with an initial closing date of 9/3/21. To date, four SOQs were received. All four contractors were determined to be qualified. The RFSQ will remain open until the needs of the Department are met. Upon the Board's approval of this action, the Sheriff will execute Agreements with all qualified contractors. 	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Project Director, Lieutenant Chris M. Kusayanagi, 323-890-5514, cmkusaya@lasd.org Project Manager, Sergeant Tina Arevalo, 323-890-5516, tareval@lasd.org Angelo Faiella, Contracts Manager, 213-229-3259, afaiell@lasd.org 	

MASTER AGREEMENT NO. 694XX



**MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND

FOR
TRANSCRIPTION SERVICES**

**MASTER AGREEMENT
FOR
TRANSCRIPTION SERVICES
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Attachment 1F:	INTERNAL CRIMINAL INVESTIGATIONS BUREAU – WORK SAMPLE
Attachment 1G:	CONTRACT DISCREPANCY REPORT

STANDARD EXHIBITS

Exhibit A	County's Administration
Exhibit B	Contractor's Administration
Exhibit C	Contractor's EEO Certification
Exhibit D	Jury Service Ordinance
Exhibit E	Safely Surrendered Baby Law
Exhibit F	Rate of Compensation
Exhibit G1	Certification of Employee Status
Exhibit G2	Certification of No Conflict of Interest
Exhibit G3	Contractor Acknowledgement and Confidentiality Agreement
Exhibit H	Sample Invoice
Exhibit I	Invoice Discrepancy Report

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND

FOR
TRANSCRIPTION SERVICES**

This Master Agreement is made and entered into this ____ day of _____, 2021 by and between the County of Los Angeles (County) and _____ (Contractor) to provide Transcription Services (Services).

RECITALS

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

WHEREAS, the Contractor is a private firm specializing in providing Transcription Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the County Board of Supervisors (Board) to contract for special services; and

WHEREAS, the County Board of Supervisors has authorized the Sheriff of the County of Los Angeles or his designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

Attachments 1, 1A, 1B, 1C, 1D, 1E, 1F, 1G and Exhibits A, B, C, D, E, F, G1, G2, G3, H, and I are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Attachments/Exhibits, or between Attachments/Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Attachments/Exhibits according to the following priority:

Attachments:

- | | | |
|-----|---------------|--|
| 1.1 | Attachment 1 | Statement of Work (SOW) |
| 1.2 | Attachment 1A | Bureau/Unit Locations and Addresses |
| 1.3 | Attachment 1B | Transcription Services Work Request |
| 1.4 | Attachment 1C | Internal Affairs Bureau – Work Sample |
| 1.5 | Attachment 1D | Special Victims Bureau and Fraud and Cyber Crimes Bureau – Work Sample |
| 1.6 | Attachment 1E | Homicide Bureau – Work Sample |
| 1.7 | Attachment 1F | Internal Criminal Investigations Bureau – Work Sample |
| 1.8 | Attachment 1G | Contract Discrepancy Report |

Standard Exhibits:

- | | | |
|------|------------|--|
| 1.1 | Exhibit A | County's Administration |
| 1.2 | Exhibit B | Contractor's Administration |
| 1.3 | Exhibit C | Contractor's EEO Certification |
| 1.4 | Exhibit D | Jury Service Ordinance |
| 1.5 | Exhibit E | Safely Surrendered Baby Law |
| 1.6 | Exhibit F | Rate of Compensation |
| 1.7 | Exhibit G1 | Certification of Employee Status |
| 1.8 | Exhibit G2 | Certification of No Conflict of Interest |
| 1.9 | Exhibit G3 | Contractor Acknowledgement and Confidentiality Agreement |
| 1.10 | Exhibit H | Sample Invoice |
| 1.11 | Exhibit I | Invoice Discrepancy Report |

This Master Agreement, including its Attachments and Exhibits constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to

Paragraph 8.1 (Change Notices and Amendments) of this Master Agreement and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 Active Contractor:** means a Qualified Contractor who is in compliance with the terms and conditions of this Master Agreement and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time Work is issued. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Amendment:** has the meaning set forth in Paragraph 8.1 (Change Notices and Amendments) of this Master Agreement.
- 2.3 Business Day(s):** means Monday through Friday, excluding County observed holidays.
- 2.4 Change Notice:** has the meaning set forth in Paragraph 8.1 (Change Notices and Amendments) to this Master Agreement.
- 2.5 Contract Discrepancy Report (CDR):** has the meaning set forth in Paragraph 5.3.1 (Contract Discrepancy Report) of Attachment 1 (Statement of Work) to this Master Agreement.
- 2.6 Contractor:** means the sole proprietor, partnership, or corporation that has entered into this Master Agreement with the County as identified in the preamble.
- 2.7 Contractor Project Manager:** means the individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.8 County:** means the County of Los Angeles.
- 2.9 County Counsel:** means County's Office of the County Counsel.
- 2.10 County Project Director:** means the person designated by County with authority for County on contractual or administrative matters relating to this Master Agreement that cannot be resolved by County Project Manager. All references here forward to County Project Director shall mean, "County Project Director or designee."
- 2.11 County Project Manager:** means the person designated by County Project Director to manage the operations under this Master Agreement. All references here forward to County Project Manager shall mean, "County Project Manager or designee."

- 2.12 Fiscal Year:** means the 12 month period beginning July 1st and ending the following June 30th.
- 2.13 Master Agreement:** means the County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, all services provided under this Master Agreement.
- 2.14 Qualified Contractor:** means a Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the Minimum Mandatory Qualifications listed in the RFSQ, and has an executed Master Agreement with the Sheriff's Department.
- 2.15 Request for Statement of Qualifications (RFSQ):** means a solicitation based on establishing a pool of qualified Vendors to provide services through Master Agreements.
- 2.16 Sheriff:** means the elected official who is the Sheriff of the County of Los Angeles.
- 2.17 Statement of Qualifications (SOQ):** means a Contractor's response to an RFSQ.
- 2.18 Statement of Work (SOW):** means the Statement of Work attached as Attachment 1 (Statement of Work) to this Master Agreement.
- 2.19 Term:** has the meaning set forth in Paragraph 4.0 (Term of Master Agreement) of this Master Agreement.
- 2.20 Work:** means any and all tasks, subtasks, deliverables, and goods, and other services performed by or on behalf of Contractor pursuant to this Master Agreement, including all Attachments and Exhibits, and all fully-executed Change Notices and Amendments hereto.

3.0 WORK

- 3.1** Contractor shall fully and timely perform all Work, as specified in Attachment 1 (Statement of Work), and all other Work required under this Master Agreement, including pursuant to an executed Change Notice or Amendment, in accordance with the terms and conditions of this Master Agreement.
- 3.2** It is the intent of the Department to issue Work to Active Contractors on a rotational basis in accordance with Paragraph 2.3 (Guideline for the Distribution of Work) of Attachment 1 (Statement of Work) to this Master Agreement. However, the Department has the sole discretion to issue Work for routine and/or priority jobs to the first available Active Contractor able to respond immediately, based upon the needs of the Department.
- 3.3** If, at any time, Contractor cannot fulfill its Work obligations, County Project Manager will proceed to the next Qualified Contractor in rotation.

- 3.4 Contractor acknowledges that, subject to this Paragraph 3.0 (Work), all Work performed under this Master Agreement, including pursuant to any fully executed Change Notice or Amendment, is payable in arrears on a monthly basis in accordance with the terms and conditions of this Master Agreement, including this Paragraph 3.0 (Work), and Paragraph 5.0 (Contract Sum) of this Master Agreement
- 3.5 If Contractor provides any tasks, deliverables, goods, services, or work, other than as specified in this Master Agreement, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.
- 3.6 All such Work shall be provided solely as specified under this Master Agreement and must receive the written approval of County Project Manager in order to qualify for payment. In no event shall County be liable or responsible for payment for any Work prior to approval from County Project Manager of such Work.
- 3.7 During the Term of this Master Agreement, Contractor shall at all times possess and maintain all licenses and certifications required to perform the Work under this Master Agreement. In the event of suspension or revocation of such licenses and/or certifications, Contractor shall immediately notify County Project Manager and cease providing all Services under this Master Agreement.
- 3.8 The execution of this Master Agreement does not guarantee Contractor any minimum amount of business. County does not promise, warrant, or guarantee that County will utilize any particular level of Contractor's service, or any services at all, during the Term of this Master Agreement.

4.0 TERM OF MASTER AGREEMENT

- 4.1 The Term of this Master Agreement(s) shall commence on March 4, 2022 or upon execution of the Sheriff or his designee as authorized by the County Board of Supervisors (Board), whichever is later, and shall terminate on March 3, 2025, unless sooner extended or terminated, in whole or in part, as provided in the Master Agreement.
- 4.2 County shall have the sole option to extend this Master Agreement Term for up to four one-year periods, for a maximum total Master Agreement Term of not to exceed seven years. Each such extension shall be exercised at the sole discretion of the Sheriff or his designee, as authorized by the Board, and shall be in the form of a written Amendment in accordance with Paragraph 8.1 (Change Notices and Amendments) of this Master Agreement.
- 4.3 County maintains databases that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether County will exercise an option Term extension.

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

5.0 CONTRACT SUM

The rates and prices for this Master Agreement shall be the amount payable by County to Contractor for performing all tasks, deliverables, goods, services, and any other Work required under this Master Agreement, in accordance with Exhibit F (Rate of Compensation) to this Master Agreement.

5.1 Rates of Compensation

5.1.1 General

Contractor shall be paid for Work performed at the rates of compensation set forth on Exhibit F (Rate of Compensation) to this Master Agreement.

5.1.2 Unintelligible Audio Review

Any Work billed at the "Unintelligible" rate shall require prior written approval by County Project Director.

5.1.3 Blank Audio Recording Review

County will not reimburse Contractor for any review or attempted transcription of audio recordings with no vocalized communication. Please refer to Paragraph 2.4.5 (Blank Audio Recordings Review) of Attachment 1 (Statement of Work).

All rates shall be fixed for the Term of this Master Agreement.

- 5.2 Notwithstanding the above, County may, in its sole discretion, make a one-time adjustment to the hourly rates listed in Exhibit F (Rate of Compensation) to this Master Agreement based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistic's Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the 12 month period preceding the Master Agreement anniversary date. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer for the prior five-year period. Furthermore, should fiscal circumstances ultimately prevent the County Board from approving any increase in County employee salaries, no adjustment will be granted. Further, before any adjustment increase shall take effect and become part of this Master Agreement, it shall first require a written Amendment to this Master Agreement that has been formally approved and executed by the parties.

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

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

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

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

5.5.2 Notwithstanding the above, Contractor shall be entitled to payment for Services that are satisfactorily completed after the expiration or other termination of this Master Agreement, provided that any such Services are rendered pursuant to any Work that was validly executed during the Term of this Master Agreement. This provision shall survive the expiration or other termination of this Master Agreement.

5.6 Invoices and Payments

5.6.1 Invoices

Each invoice submitted by Contractor shall contain the following information in accordance with Exhibit H (Sample Invoice) to this Master Agreement:

- Contractor name and address;
- County Master Agreement number;
- Beginning and ending date of the month Service was provided;
- Invoice Number;
- Bureau, Case #, Interviewee;
- Number of lines and rate per line;
- Special fees (e.g., priority, pick up, etc.);
- Total amount due; and
- Any additional supporting documentation and/or information reasonably requested by County.

5.6.2 Submission of Invoices

- a. Contractor shall submit an original invoice to the originating bureau or unit requesting Service, as set forth in Attachment 1A (Bureau/Unit Locations and Addresses) to Attachment 1 (Statement of Work) to this Master Agreement.
- b. Contractor shall submit invoice by the 15th calendar day of the month following the month in which Services were performed. The Department will not be responsible for invoices submitted more than 60 calendar days after the date of Work performed. County shall be under no obligation to remit payment for late, lost or mishandled invoices. Contractor is responsible for the accuracy of invoices submitted to the Department.

5.6.3 Approval of Invoices

All invoices submitted by Contractor to County for payment shall have County's written approval as provided in this Paragraph 5.6 (Invoices and Payments), and evidenced by County's signature on invoice, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

5.6.4 Payments

Contractor shall be paid monthly in arrears. County will submit payment to Contractor within 30 calendar days after a correct invoice has been approved for payment by County Project Manager. Contractor shall not be entitled to any payment by County under this

Master Agreement except pursuant to satisfactorily performed Work and a validly executed invoice.

5.6.5 No Out-of-Pocket Expenses

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

5.6.6 Contractor Responsibility

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

5.6.7 County's Right to Withhold

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

5.6.8 Invoice Discrepancy Report

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

5.7 Local Small Business Enterprises (LSBEs)–Prompt Payment Program

Certified LSBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice. If there is an IDR pending, prompt payment begins 15 calendar days after IDR is resolved.

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

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

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

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

6.1 County Project Director

- 6.1.1 County Project Director is the approving authority for individual Work solicitations.

The responsibilities of County Project Director may include:

- a. Ensuring that the objectives of this Master Agreement are met; and
 - b. Providing direction to Contractor, in areas relating to County policy, information requirements, and procedural requirements.
- 6.1.2 Except as set forth in Paragraph 8.1 (Change Notices and Amendments) of this Master Agreement, County Project Director is

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

- 6.1.3 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

6.2 County Project Manager

- 6.2.1 County Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. County Project Manager shall prepare and issue all Work and any Change Notices and Amendments thereto, and generally be the first person for Contractor to contact with any questions.

The responsibilities of County Project Manager may include:

- a. Meeting with Contractor Project Manager on a regular basis;
 - b. Issuing Work; and
 - c. Inspecting any and all tasks, deliverables, goods, Services, or other Work provided by or on behalf of Contractor.
- 6.2.2 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Master Agreement nor obligate County in any respect whatsoever.
 - 6.2.3 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.
 - 6.2.4 County Project Manager shall issue Contract Discrepancy Reports in accordance with Paragraph 5.3.1 (Contract Discrepancy Report) of Attachment 1 (Statement of Work) to this Master Agreement. A sample of the Contract Discrepancy Report is attached as Attachment 1G (Contract Discrepancy Report) to this Master Agreement.
 - 6.2.5 County Project Manager shall approve all invoices and forward approved invoices to Sheriff's Accounts Payable Unit, pursuant to Paragraph 5.6 (Invoices and Payments) of this Master Agreement.
 - 6.2.5.1 County Project Manager shall issue Invoice Discrepancy Reports in accordance with Paragraph 5.6.8 (Invoice Discrepancy Report) of this Master Agreement.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor Project Manager

- 7.1.1 Contractor Project Manager is designated in Exhibit B (Contractor's Administration) to this Master Agreement. Contractor shall notify

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

- 7.1.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County Project Manager on a regular basis with respect to all active Work.

7.2 Contractor's Authorized Official(s)

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration) to this Master Agreement. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Contractor's Staff Identification

- 7.3.1 Contractor shall provide staff with a photo identification badge entitled "Contract Employee" which shall also include employee's photo and full name. Photo identification badge must be approved by County Project Director prior to Contractor beginning Work under this Master Agreement. The badge shall be displayed on employee's person at all times he/she is on County designated property.

7.4 Background and Security Investigations

- 7.4.1 At any time prior to or during the Term of this Master Agreement, all Contractor staff, subcontractors, and agents of the Contractor (collectively herein "Contractor's staff") performing Services under this Master Agreement will be required to undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform Services under this Master Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice.
- 7.4.2 County Project Director will schedule the background investigation with the Department's Civilian Backgrounds Unit. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.4.3 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from providing Services under this

Master Agreement. Contractor shall comply with County's request at any time during the Term of this Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through County's background investigation.

- 7.4.4 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 County or whose background or conduct is incompatible with County facility access.
- 7.4.5 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 (Background and Security Investigations) of this Master Agreement shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Master Agreement.

7.5 Confidentiality

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

- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing Services hereunder of the confidentiality provisions of this Master Agreement.
- 7.5.4 Contractor shall sign and adhere to the provisions of Exhibit G3 (Contractor Acknowledgement and Confidentiality Agreement) to this Master Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Change Notices and Amendments

- 8.1.1 The County Board of Supervisors or Chief Executive Officer or designee, may require the addition and/or change of certain terms and conditions in this Master Agreement during the Term of this Master Agreement. County reserves the right to add and/or change such provisions as required by the County Board or Chief Executive Officer. To implement such orders, an Amendment to this Master Agreement shall be prepared and executed by Contractor and Sheriff or his designee.
- 8.1.2 For any change which does not materially affect the scope of Work, period of performance, price, payments, except for any price adjustment provided for in Paragraph 5.2 of this Master Agreement, or any other term or condition of this Master Agreement, a Change Notice shall be executed by County Project Director and Contractor Project Manager.
- 8.1.3 For any change which materially affects the scope of Work, Term, price, payments, or any other form or condition of this Master Agreement, an Amendment to this Master Agreement shall be executed by Contractor and the County Board.
- 8.1.4 Notwithstanding Paragraphs 8.1.1 through 8.1.3 above, for any option Term extension of this Master Agreement; or modifications pursuant to Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions) of this Master Agreement, an Amendment to this Master Agreement shall be executed by Contractor and Sheriff or his designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 Contractor shall notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.
- 8.2.2 Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the

prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written amendment to this Master Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against 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 this Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Complaints

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

- 8.4.1 Within 30 Business Days after this Master Agreement's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

- 8.4.3 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within ten Business Days for County approval.
- 8.4.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
- 8.4.5 Contractor shall preliminarily investigate all complaints and notify County Project Manager of the status of the investigation within ten Business Days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses shall be sent to County Project Manager within ten Business Days of mailing to the complainant.

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with 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 8.5 (Compliance with Applicable Laws) of this Master Agreement shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other

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

8.6 Compliance with Civil Rights Laws

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

8.7 Compliance with County's Jury Service Program

8.7.1 Jury Service Program

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

8.7.2 Written Employee Jury Service Policy

- a. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five calendar days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.
- b. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 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 County, or

(2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 calendar days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform Services for County under this Master Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- c. If Contractor is not required to comply with the Jury Service Program when this Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Master Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- d. Contractor's violation of this Paragraph 8.7.2 (Written Employee Jury Service Policy) may constitute a material breach of this Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

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

8.8.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Master Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.8 (Conflict of Interest) of this Master Agreement shall be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoff or are on County Re-employment List

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

8.10 Consideration of Hiring GAIN-GROW Participants

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

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

8.11 Contractor Responsibility and Debarment

8.11.1 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 this Master Agreement. It is

County policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

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

8.11.3 Non-responsible Contractor

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

8.11.4 Contractor Hearing Board

- a. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- b. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County Board of Supervisors.

- c. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the County Board of Supervisors. The County Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- d. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- e. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- f. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the County Board of Supervisors. The County Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's Exhibit E (Safely Surrendered Baby Law) to this Master Agreement, in a prominent position at the Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Contractor, and its subcontractor(s), can access posters and other campaign material at www.babysafela.org.

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

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

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

8.14 County's Quality Assurance Plan

County or its agent(s) will monitor Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of this Master Agreement in jeopardy if not corrected will be reported to the County Board of Supervisors and listed in the appropriate

Contractor performance database. The report to the County Board will include improvement/ corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.15 Damage to County Facilities, Buildings or Grounds

- 8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 calendar days after the occurrence.
- 8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

- 8.16.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Master Agreement.

8.17 Counterparts and Electronic Signatures and Representations

This Master Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Master Agreement. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original

signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

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

8.18 Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, 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 Contractor's employees for which County may be found jointly or solely liable.

8.19 Force Majeure

- 8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.19.3 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.

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Master Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.21.3 Contractor understands and agrees that all persons performing Work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Master Agreement.
- 8.21.4 Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality) of this Master Agreement.

8.22 Indemnification

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

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 8.23 (General Provisions for All Insurance Coverage) and Paragraph 8.24 (Insurance Coverage) of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

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

Certificates and copies of any required endorsements shall be sent to the County Contract Compliance Manager listed in Exhibit A (County's Administration) to this Master Agreement.

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

8.23.2 Additional Insured Status and Scope of Coverage

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

8.23.3 Cancellation of or Changes in Insurance

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

8.23.4 Failure to Maintain Insurance

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

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Shall Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 Subcontractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing

Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

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

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

8.24.1 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

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

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

8.24.4 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following this Agreement's expiration, termination or cancellation.

8.25 Liquidated Damages

8.25.1 If, in the judgment of County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County Project Director, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from 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 Contractor from County, will be forwarded to Contractor by County Project Director, in a written notice describing the reasons for said action.

8.25.2 If County Project Director determines that there are deficiencies in the performance of this Master Agreement that County Project Director deems are correctable by Contractor over a certain time span, County Project Director, will provide a written notice to

Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, County Project Director may:

- a. Deduct from 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 Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction and Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County's payment to Contractor; and/or
- c. Upon giving five calendar days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

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

8.25.4 This Paragraph shall not, in any manner, restrict or limit County's right to damages for any breach of this Master Agreement provided by law or as specified in Paragraph 8.25.2 above, and shall not, in any manner, restrict or limit County's right to terminate this Master Agreement as agreed to herein.

8.26 Intentionally Omitted

8.27 Nondiscrimination and Affirmative Action

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

8.27.2 Contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification) to this Master Agreement.

- 8.27.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) when so requested by County.
- 8.27.7 If County finds that any provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Master Agreement upon which County may terminate or suspend this Master Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Master Agreement, County shall, at its sole option, be entitled to the sum of \$500 for each such

violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 Non Exclusivity

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

8.29 Notice of Delays

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

8.30 Notice of Disputes

Contractor shall bring to the attention of County Project Director any dispute between County and Contractor regarding the performance of Services as stated in this Master Agreement. If County Project Director is not able to resolve the dispute, the Sheriff or his designee shall resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit E (Safely Surrendered Baby Law) to this Master Agreement and is available on the internet at www.babysafela.org.

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit A (County's Administration) and Exhibit B (Contractor's Administration) to this Master Agreement. Addresses may be changed by either party giving ten calendar days prior written notice thereof to the other party. County Project Director shall have

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

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

8.35.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

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

- Contractor shall develop all publicity material in a professional manner; and

- During the Term of this Master Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County Project Director. County shall not unreasonably withhold written consent.

8.36.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.36 (Publicity) shall apply.

8.37 Record Retention and Inspection-Audit Settlement

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

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

8.37.2 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) shall constitute a material breach of this Master Agreement upon which County may terminate or suspend this Master Agreement.

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

8.38 Recycled Bond Paper

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

8.39 Subcontracting

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

8.39.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at 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 County.

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

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

- 8.39.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing Services under this Master Agreement. Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 County Project Director is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for their files.
- 8.39.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to subcontract.
- 8.39.8 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to the Contract Compliance Manager listed in Exhibit A (County's Administration) to this Master Agreement before any subcontractor may perform any Work hereunder.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) of this Master Agreement, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) of this Master Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

- 8.41.1 County may terminate this Master Agreement, and any Work issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such

termination becomes effective shall be no less than ten calendar days after the notice is sent.

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

- Stop Work under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed Work and Work in process; and
- Complete performance of such part of the Work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Master Agreement shall be maintained by Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) of this Master Agreement.

8.42 Termination for Default

8.42.1 County may, by written notice to Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County Project Director:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other Work required either under this Master Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five Business Days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

8.42.2 In the event that County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1 above, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Paragraph.

8.42.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in

Paragraph 8.42.2 above if its failure to perform this Master Agreement, arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of 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 Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.42.4 If, after County has given notice of termination under the provisions of this Paragraph 8.42 (Termination for Default) of this Master Agreement, it is determined by County that Contractor was not in default under the provisions of this Paragraph 8.42 (Termination for Default) of this Master Agreement, or that the default was excusable under the provisions of Paragraph 8.42.3 above, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience) of this Master Agreement.
- 8.42.5 The rights and remedies of County provided in this Paragraph 8.42 (Termination for Default) of this Master Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

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

- 8.43.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

- 8.44.1 County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for Contractor; or
 - The execution by Contractor of a general assignment for the benefit of creditors.
- 8.44.2 The rights and remedies of County provided in this Paragraph 8.44 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.46 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Master Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during any of County's future fiscal years unless and until County Board of Supervisors appropriates funds for this Master

Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 Validity

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

8.48 Waiver

No waiver by County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 (Waiver) of this Master Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

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

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

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

8.50.1 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.

8.50.2 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 Master

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) of this Master Agreement, shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten calendar days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.52 Time Off for Voting

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

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

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

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

8.53.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 8.53 (Compliance with County's Zero Tolerance on Human Trafficking) shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Master Agreement.

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Paragraph 8.55 (Compliance with Fair Chance Employment Practices) may constitute

a material breach of this Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Master Agreement.

8.56 Compliance with the County Policy of Equity

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

8.57 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 Proposer/Contractor has provided advice or consultation for the solicitation. Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of County. A violation of this provision shall result in the disqualification of Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County Master Agreement. This provision shall survive the expiration, or other termination of this Master Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Licenses, Permits, Registrations, Accreditation, and Certificates

Contractor shall obtain, and maintain in effect during the Term of this Master Agreement, all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's Services under this Master Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform Services hereunder obtain, and maintain in effect during the Term of this Master Agreement, all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide a copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to County Project Manager.

9.2 Local Small Business Enterprise (LSBE) Preference Program

- 9.2.1 This Master Agreement is subject to the provisions of County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.2.4 If Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, shall:
 - a. Pay to County any difference between this Master Agreement amount and what County's costs would have been if this Master Agreement had been properly awarded;
 - b. In addition to the amount described in subdivision (a), be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement; and
 - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Social Enterprise (SE) Preference Program

- 9.6.1 This Master Agreement is subject to the provisions of County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.6.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.6.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.6.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor shall:
 - a. Pay to County any difference between this Master Agreement amount and what County's costs would have been if this Master Agreement had been properly awarded;
 - b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement; and
 - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.7 Intentionally Omitted

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.8.1 This Master Agreement is subject to the provisions of County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

- 9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor shall:
- a. Pay to County any difference between this Master Agreement amount and what County's costs would have been if this Master Agreement had been properly awarded;
 - b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement; and
 - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Master Agreement, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

**MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
TRANSCRIPTION SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Sheriff of Los Angeles County or his designee, and Contractor has caused this Master Agreement to be executed on its behalf by its duly authorized representative on the dates written below.

COUNTY OF LOS ANGELES

By: _____
ALEX VILLANUEVA, SHERIFF

Date: _____

CONTRACTOR

By: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA
County Counsel

By: Signature on File
Michele Jackson
Principal Deputy County Counsel

ATTACHMENT 1

STATEMENT OF WORK

TRANSCRIPTION SERVICES

DRAFT

TRANSCRIPTION SERVICES

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Attachment 1F:	Internal Criminal Investigations Bureau – Work Sample
Attachment 1G:	Contract Discrepancy Report

DRAFT

TRANSCRIPTION SERVICES

1.0 SCOPE OF WORK

- 1.1 Under the Master Agreement, Contractor shall provide Transcription Services (Services) to the Los Angeles County (County) Sheriff's Department (Department) on an as-needed, intermittent basis. The Services will be used by various bureaus and units listed on Attachment 1A (Bureau/Unit Locations and Addresses) to this Statement of Work (SOW).
- 1.2 The Department requires the Services of transcribers, located in the State of California, to transcribe recorded dictation of interviews of victims, subjects, witnesses, suspects, Departmental personnel, 9-1-1 calls, radio transmissions, polygraph examinations, and other recorded information. The recorded dictations may be provided in English, Spanish, or Chinese dialect(s).

2.0 WORK REQUIREMENTS

2.1 Contractor's Office and Hours of Operation

- 2.1.1 Contractor shall maintain an office in Los Angeles County or an adjoining county with a telephone number in the company's name where Contractor conducts business.
- 2.1.2 Contractor shall provide County Project Manager with an e-mail address for any County inquiries or complaints.
- 2.1.3 At least one Contractor or Contractor employee who can respond to requests for Services, inquiries, and for complaints that may be received regarding Contractor's performance of the Master Agreement Services shall staff the office from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding the County-recognized holidays listed in Paragraph 2.2 (Holiday Schedule) below. Contractors employees must be able to speak, read, and write in the English language.
- 2.1.4 When the office is closed, a 24-hour message system shall be available to receive calls. Contractor shall answer calls received by the answering service within 24 hours of receipt of the call.

2.2 Holiday Schedule

- 2.2.1 County and Contractor may make temporary adjustments to Paragraph 2.1.3 above to accommodate the County-observed holidays listed below. Any request to adjust Service schedule(s) shall be submitted in writing to County Project Manager two weeks prior to any schedule changes.
 - New Year's Day – January 1
 - Martin Luther King Jr.'s Birthday – The third Monday in January
 - Presidents' Day – The third Monday in February

- Cesar Chavez Day – The last Monday in March
- Memorial Day – The last Monday in May
- Independence Day – July 4
- Labor Day – The first Monday in September
- Indigenous People’s Day – The second Monday in October
- Veterans Day – November 11
- Thanksgiving Day - The fourth Thursday in November
- Friday after Thanksgiving – The Friday following the fourth Thursday in November
- Christmas – December 25

2.3 Guidelines for the Distribution of Work

2.3.1 It is the intent of the Department to issue Work to the next available Active Contractor on a rotational basis.

2.3.2 Department will make a reasonable attempt to contact (e.g., voicemail, email) the next available Active Contractor for all Work requests.

2.3.2.1 Failure of Contractor to provide acceptance of Work, may result in the Department proceeding to the next available Active Contractor.

2.3.3 After acceptance of Work by Contractor, County will upload audio file to Contractor’s designated folder located within County’s File Transfer Protocol (FTP) server.

2.3.4 Contractor’s Acceptance of Work and Request to Extend Turnaround Time

2.3.4.1 Within two hours following County’s request for Work, Contractor shall have two hours to submit a completed Attachment 1B (Transcription Services Work Request) to this SOW, to the appropriate point of contact listed in Attachment 1A (Bureau/Unit Locations and Addresses) to this SOW, attesting to the receipt of Work and the commencement of the required turnaround time.

2.3.4.2 Any request by Contractor to extend the turnaround time listed in Paragraph 4.6 (Return Time for Completed Transcripts) of this SOW, shall be requested within two hours specified in Paragraph 2.3.4.1 above and shall be indicated in the appropriate box listed in Attachment 1B (Transcription Services Work Request) to this SOW.

2.3.4.3 Department, in its sole discretion, may approve or deny Contractor’s extensions request.

2.4 Contractor Work Requirements

Contractor shall provide Services, on an as-needed basis, as required by the Department and approved by the County Project Manager. Contractor's Services shall include, but not be limited to, the following:

- 2.4.1 Contractor shall transcribe recorded dictation of interviews and investigations of victims, subjects, witnesses, suspects, Departmental personnel, 9-1-1 calls, radio transmissions, polygraph examinations, and other recorded information.
- 2.4.2 Contractor's transcription report shall have a one-inch margin at the top, bottom and sides of each page. A page is defined as 30-40 lines. A line is defined as 60 characters. A character is defined as any keystroke including the space bar.
- 2.4.3 Contractor's transcripts of recorded dictation shall contain no typographical errors or misspelled words.
- 2.4.4 Contractor shall correct and retype, at no cost to the Department, those transcripts that are of unacceptable quality in either accuracy or appearance as determined by County Project Manager. The number of corrections required in each transcript, and the frequency of transcripts that require corrections, will be monitored and documented by the Department in accordance with Paragraph 5.3.1 (Contract Discrepancy Report) of this SOW.
- 2.4.5 Blank Audio Recording Review
Blank audio recording review shall be required for recordings that include gaps of silence having no vocalized communication to transcribe. When reviewing files containing blank audio, Department recommends Contractor and Contractor's transcribers utilize visualizer tools similar to Adobe Waveform and Audacity Waveform, as utilization of such tools will significantly speed up the review process and maximize Contractor's use of time.
County will not reimburse Contractor for the review or attempted transcription of any blank audio recording.
- 2.4.6 In addition to the above, Contractor shall comply with the requesting bureau/unit's specific Work requirements in accordance with Paragraphs 3.0 (Bureau/Unit Work Specifications) below.

2.5 Contractor's Transcriber Qualifications

- 2.5.1 Contractor's transcribers shall be employees of Contractor and thus directly employed by Contractor.
- 2.5.2 Contractor's transcribers must have a minimum of three years of experience, within the last five years, providing transcription services to government agencies with similar volume and work to that described in this SOW. One of the three years of experience

must have been providing transcription services for a law enforcement agency.

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

2.5.4 Contractor's transcribers shall type a minimum of 45 net words per minute.

2.6 Approval of Contractor's Staff

2.6.1 Contractor shall provide County Project Manager with resumes and supporting documentation for each transcriber that will provide Services in order to verify each transcriber's qualifications. Resume information shall include agency names, services provided, start dates, and end dates.

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

2.7 Foreign Language Transcriptions

2.7.1 Spanish Language Transcriptions

The Work requirements for transcriptions that need translation from the Spanish language to the English language may vary from the Work requirements described in Paragraphs 3.0 (Bureau/Unit Work Specifications) below. County Project Manager will provide Contractor with format, transcription, and translation requirements, in writing before Work can commence. Upon request by County Project Manager, Contractor shall provide a statement certifying that the transcription and translation from Spanish to English was performed to the best of the ability of the transcriber/translator. The certification shall include the header of the translated/transcribed document and provides verification of translator's State certification.

2.7.2 Chinese Dialect(s) Transcriptions

The Work requirements for transcriptions that need translation from the Chinese dialect(s) to the English language may vary from the Work requirements described in Paragraphs 3.0 (Bureau/Unit Work

Specifications) below. County Project Manager will provide Contractor with format, transcription, and translation requirements in writing before Work can commence. Upon request by County Project Manager, Contractor shall provide a statement certifying that the transcription and translation from Chinese to English was performed to the best of the ability of the transcriber/translator. The certification shall include the header of the translated/transcribed document and provides verification of translator's State certification.

2.8 Special Work

The Special Work described in this Paragraph 2.8 shall require the prior written approval of the County Project Manager.

2.8.1 Unintelligible Audio Review

Unintelligible Audio Review shall be required for recordings that may have vocalized communication that is difficult to understand. Contractor shall attempt to transcribe audio that can consist of mumbling, multiple voices, etc. If unable to decipher, Contractor shall type "Unintelligible." Contractor will be compensated for "Unintelligible" transcription Services in accordance with Exhibit F (Rate of Compensation) to the Master Agreement.

2.9 Legal Testimony

2.9.1 Contractor agrees and consents that Contractor and its employees shall be subject to the jurisdiction of the California courts for purposes of subpoena and legal testimony. Contractor shall respond to such subpoenas and provide legal testimony to the court or as needed by the Department at no charge to the County.

2.9.2 When required by subpoena or other legal process, or at the request of Department, Contractor shall provide legal testimony related to the transcription and/or translation Services provided under the Master Agreement, and after the expiration thereof. Contractor shall not be compensated for this legal testimony work.

2.9.3 When required by subpoena or other legal process, Contractor shall appear in court to testify on cases relating to transcription and/or translation Services related to the Master Agreement, even after under the Master Agreement, and after the expiration thereof. Contractor shall not be compensated for this court testimony work.

3.0 BUREAU/UNIT WORK SPECIFICATIONS

3.1 Internal Affairs Bureau (IAB)

The Department's Internal Affairs Bureau (IAB) requires Services on an as-needed, intermittent basis. IAB uses digitally recorded audio, audio/video cassette tapes, compact disks (CDs) and Digital Video Disks (DVDs) to record, but is not limited to the above recording formats. Transcription requirements for IAB include, but are not limited to, the following:

- 3.1.1 Contractor must have the ability to receive digitally recorded audio in WAV, MP3, WMA, DSS or DS2 file format with a minimum of 150 MB file transfer size via a dedicated high-speed internet connection.
- 3.1.2 Contractor must have a secure, dedicated computer file server to store and maintain digitally recorded audio in WAV, MP3, WMA, DSS or DS2 file format, and a secure FTP site/server to receive files. The security of the server is subject to review and approval by the Department.
- 3.1.3 If the audio, video, CD or DVD is unclear or not audible, it shall be the responsibility of Contractor to type "(UNINTELLIGIBLE)" in the submitted transcript where such instances occur.
- 3.1.4 Completed transcripts derived from digitally recorded audio shall be sent electronically to designated Department personnel using email, FTP, or other Department-designated method.
 - 3.1.4.1 IAB will provide Contractor with a list of authorized users. Contractor shall ensure confidential data is sent only to authorized users.
 - 3.1.4.2 Any data transmitted over the internet must be encrypted. Contractor shall use Department-designated encryption software.
 - a. If files are being transmitted over the internet via email, Contractor must implement TLS Encryption on their mail server/gateway.
 - b. If files are being transmitted over the internet via http, Contractor must implement SSL encryption.
 - c. If files are being transmitted over the internet via any other type of connection, the method used must be approved by the Department's Data Systems Bureau (DSB) Information Security Officer.
- 3.1.5 In instances where audio/video cassette tapes, CDs, or DVDs with tracking receipts are sent to Contractor for transcription, the audio/video cassette tapes, CDs, DVDs, and tracking receipt shall be returned to IAB with the completed transcript. The audio/video cassette tapes, CDs, DVDs, and tracking receipt shall not be erased or altered in any way.
- 3.1.6 Unless otherwise directed by IAB, all transcripts shall be prepared using the following format (refer to Attachment 1C (Internal Affairs Bureau – Work Sample) to this SOW):
 - a. Microsoft Word and typed in ARIAL 12 POINT font with full justification format.

- b. Transcripts shall be typed in single-space, with double-spacing at the conclusion of each statement by a speaker.
- c. A header line in bold shall be placed only on the first page of the transcript. The header shall include:
 - i. Case Number; and
 - ii. Name of person interviewed with applicable designation (e.g., 'witness', 'subject' (Department personnel), 'suspect', 'victim' or 'complainant')
- d. A footer line, in bold, shall be placed on each page of the transcript. The footer line shall include:
 - i. Case number on the left margin;
 - ii. Page number centered; and
 - iii. Last name of the person interviewed on the right margin.
- e. The first text line shall begin with the interviewer's last name, in bold, set apart by a colon. The interviewer's last name shall not appear on a line by itself.
Example: SMITH: What is your work location?
- f. Do not include "uhmms" or "ahhs".
- g. If the interviewer starts a sentence with "okay," do not type "okay." Begin the sentence with the next appropriate word.
- h. Contractor's transcriber shall place his/her initials and the name of Contractor at the end of each transcript.

3.2 Special Victims Bureau (SVB) and Fraud and Cyber Crimes Bureau (FCCB)

The Department's Special Victim's Bureau (SVB) and Fraud and Cyber Crimes Bureau (FCCB) require Services on an as-needed, intermittent basis. SVB and FCCB use a digital video recording system for interviews in MP4 and WAV file format. Polygraph examinations are recorded in a WMV (Windows Media Video) format. Contractors are not required to use WMV; however, a compatible system with similar functionality **must** be used. SVB and FCCB may also use audio/video cassette tapes, CD's and DVD's to record. Transcription requirements for SVB and FCCB include, but are not limited to, the following:

- 3.2.1 Contractor must have the ability to receive digitally recorded audio in WAV file format via a dedicated DSL telephone line or cable broadband for high-speed internet.
- 3.2.2 If the audio, video, CD, WAV, MP4, WMV files or DVD is unclear or not audible, it shall be the responsibility of Contractor to type "(UNINTELLIGIBLE)" in the submitted transcript where such instances occur.

- 3.2.3 Transcripts shall be typed verbatim. It is very important that every word and utterance spoken is included in the transcript.
- 3.2.4 Unless otherwise directed by SVB/FCCB, transcripts shall be prepared using the following format (refer to Attachment 1D Special Victims Bureau and Fraud and Cyber Crimes Bureau - Work Sample) to this SOW):
- a. Microsoft Word and typed in ARIAL 12 POINT font with full justification format.
 - b. Transcripts shall be typed in single-space with double-spacing at the conclusion of each statement by a speaker.
 - c. A header line, in bold, shall be placed on all pages transcribed. The header line shall include:
 - i. File Number; and
 - ii. Name of person(s) interviewed with applicable designation (e.g., 'witness', 'suspect' or 'victim').
 - d. A footer line shall be placed on each page, except the first page of the transcript. The footer shall have only the page number, centered.
 - e. The first text line shall begin with the interviewer's last name, in bold, set apart by a colon. The interviewer's last name shall not appear on a line by itself.
- Example: SMITH: What is your work location?**
- 3.2.5 Completed transcripts shall be saved on a disk, and the disk shall be returned to SVB/FCCB. Contractor shall maintain a record of the date, time, and to whom the completed transcript was delivered or e-mailed.
- 3.2.6 Transcripts shall be proofread by an experienced transcription supervisor. Both the transcriber's and supervisor's initials and date shall be typed on the last page of the transcribed document. Refer to Attachment 1D (Special Victims Bureau and Fraud and Cyber Crimes Bureau - Work Sample) to this SOW.

3.3 Homicide Bureau (HB) and Operation Safe Streets Bureau (OSSB)

The Department's Homicide Bureau (HB) and Operation Safe Streets Bureau (OSSB) require Services on an as-needed, intermittent basis. HB and OSSB use audio/video cassette tapes, CDs and DVDs in WAV or MP3 data file format to record, but is not limited to the above recording formats. Transcription requirements for HB and OSSB include, but are not limited to, the following:

- 3.3.1 If the audio, video, CD or DVD is unclear or not audible, it shall be the responsibility of Contractor to type "(UNINTELLIGIBLE)" in the submitted transcript, where such instances occur.
- 3.3.2 Transcripts shall be typed verbatim. It is very important that every word and utterance spoken is included in the transcript.
- 3.3.3 Unless otherwise directed by HB and OSS, all transcripts shall be prepared using the following format (refer to Attachment 1E (Homicide Bureau and Operation Safe Streets Bureau – Work Sample) to this SOW):
- a. A header line shall be placed on the first page, centered, and shall include the date and time.
 - b. A footer line shall be placed on each page. The footer shall have only the page number, centered.
 - c. Each line of the transcript shall be numbered and aligned left on each page. Line numbering shall begin with the header, the date and time shall be line number 1. If a date or time is not given, place a line where the date or time should be typed.
 - d. An introductory paragraph shall be typed on the first page only. Prior to typing the introduction paragraph, the transcriber shall type in bold, all caps, and centered, the name of the interviewee as follows: **INTERVIEW OF JOHN DOE**. The transcriber shall double space and continue typing the introduction paragraph in lower and upper case, single-spaced.
 - e. The text shall be doubled-spaced; each line of each page shall be numbered, aligned left.
 - f. If the name is spelled out, type the name in all capitals, with dashes in between each letter.
 - g. The transcriber shall type two dashes when the person speaking is interrupted, stutters, repeats himself/herself, or changes thought.
 - h. If the person speaking is interrupted by someone else, then continues that statement, end the statement with two dashes and start their continuing statement with two dashes. However, if the interviewee or interviewer does not continue their statement after being interrupted, begin the next statement regularly.
 - i. The transcriber shall use phonetics, ebonics, and/or slang where appropriate. Example: Someone may pronounce "going to" as "gonna," "give me" as "gimme"

- j. The transcriber shall use “uh-uh” to indicate a negative response, “uh-huh” to indicate “yes” and “Huh?” to indicate “what” in the transcripts.
 - k. The transcriber shall type a comma before and after using “uh” or “uhm”.
 - l. The transcriber shall use dashes after “uh” if the sentence does not flow after the “uh.”
 - m. To indicate other sounds or noise on the audio, video, CD or DVD, such as laughing, crying, coughing, dial tone, etc, the transcriber shall type the word in italics and use parenthesis. Example: (*dial tone*), (*laughing*). If the sound or noise is unknown, type (*background noise*).
 - n. The transcriber shall use quotes only when the person speaking is mimicking his thought or someone else’s statement.
 - o. If a person’s statement cannot be understood or properly spelled by transcriber, the transcriber shall insert a blank line in the transcript.
 - p. When one side of the tape has ended, indicate this on the transcript. Do not tab; type (*END OF SIDE A*) in italics, parenthesis and caps. If there is more than one tape, type (*END OF SIDE A, TAPE 1*) or (*END OF SIDE B, TAPE 2*), etc.
 - q. At the end of the tape, do not tab; type in italics and caps (*END OF INTERVIEW*) or (*END OF CONVERSATION*) or (*END OF CALL*) or (*END OF RECORDING*), whichever applies.
- 3.3.4 Completed transcripts shall be saved on a disk and the disk shall be returned to HB/OSSB with the transcripts.
- 3.3.5 Transcripts shall be proofread by an experienced transcription supervisor. Attached to the electronic transmission of the completed transcript shall be a separate page with the printed name and signature of the transcription supervisor and the title of the transcribed document. This page shall be a PDF document acknowledging approval of the transcript prior to electronically forwarding the transcript to HB/OSSB, in a form as to require no additional editing by the County.

3.4 Internal Criminal Investigations Bureau (ICIB)

The Department’s Internal Criminal Investigations Bureau (ICIB) requires Services on an as-needed, intermittent basis. ICIB uses digital recorders to record audio interviews and investigations. Contractors are not required to use digital recorders; however, a compatible system with similar functionality **must** be used. ICIB may also use audio/video cassette tapes, CD’s and DVD’s to record, but is not limited to, these recording formats.

Transcription requirements for ICIB include, but are not limited to, the following:

- 3.4.1 Contractor must have the ability to receive digitally recorded audio in WAV and MP3 file format via a dedicated DSL telephone line or cable broadband for high-speed internet.
- 3.4.2 Contractor must have a secure, dedicated computer file server to store and maintain digitally recorded audio in WAV file. The security of the server is subject to review and approval by the Department.
- 3.4.3 If audio, video, CD, or DVD is unclear or not audible, it shall be the responsibility of Contractor to type "(UNINTELLIGIBLE)" in the submitted transcript where such instances occur.
- 3.4.4 Completed transcripts derived from digitally recorded audio shall be sent electronically to designated Department personnel using email, FTP, or other Department-designated method.
 - 3.4.4.1 ICIB will provide Contractor with a list of authorized users. Contractor shall ensure confidential data is sent only to authorized users.
 - 3.4.4.2 Any data transmitted over the Internet must be encrypted. Contractor shall use Department-designated encryption software.
 - a. If files are being transmitted over the internet via email, Contractor must implement TLS Encryption on their mail server/gateway.
 - b. If files are being transmitted over the internet via http, Contractor must implement SSL encryption.
 - c. If files are being transmitted over the internet via any other type of connection, the method used must be approved by the Department's DSB Information Security Officer.
- 3.4.5 In instances where audio/video cassette tapes, CDs, or DVDs with tracking receipts are sent to Contractor, the tapes, CDs, DVDs, and tracking receipt shall be returned to ICIB with the transcript. The audio/video cassette tapes, CDs, DVDs, and tracking receipt shall not be erased or altered in any way.
- 3.4.6 Unless otherwise directed by ICIB, all transcripts shall be prepared using the following format (refer to Attachment 1F (Internal Criminal Investigations Bureau – Work Sample) to this SOW):
 - a. Microsoft Word and typed in ARIAL 12 POINT font with full justification format.

- b. Transcripts shall be typed in single-space with double-spacing at the conclusion of each statement by a speaker.
- c. A header line in bold shall be placed only on the first page of the interview or investigation transcribed. The header shall include:
 - i. Case Number; and
 - ii. Name of person interviewed with applicable designation (e.g., 'witness', 'subject' (Department personnel), 'suspect', 'victim' or 'complainant').
- d. A footer line, in bold, shall be placed on each page of the transcript. The footer line shall include:
 - i. Case Number; and
 - ii. Page Number centered; and
 - iii. Last name of the person interviewed on the right margin.
- e. The first text line shall begin with the interviewer's last name, in bold, set apart by a colon. The interviewer's last name shall not appear on a line by itself.

Example: SMITH: What is your work location?
- f. Do not include "uhmms" or "ahhs."
- g. If the interviewer starts a sentence with "okay," do not type "okay." Begin the sentence with the next appropriate word.
- h. The transcriber shall place his/her initials and the name of Contractor at the end of each transcript.

3.5 Other Bureaus or Units

The Department reserves the right to add/delete bureaus and/or units that may utilize Services under the Master Agreement, throughout the Term of the Master Agreement. The specific Work requirements for these additional bureaus or units will be outlined in writing in accordance with Paragraph 8.1 (Change Notices and Amendments) of the Master Agreement.

4.0 CONTRACTOR RESPONSIBILITY

4.1 Identification Badges

Contractor shall furnish and require every employee to wear a visible photo identification badge when entering County facilities. Such badge identifying employee by name, physical description, and company shall be displayed on employee's person at all times he/she is on County-designated property.

4.2 Materials and Equipment

- 4.2.1 Contractor shall furnish all transcribing equipment, including computer terminal equipment, playback devices, software and

diskettes, and other items required to perform the Work required under the Master Agreement.

- 4.2.2 Contractor shall be responsible for the care and maintenance of all necessary equipment for the performance of Work under the Master Agreement. This responsibility involves ensuring all equipment is in proper working condition at all times.
- 4.2.3 Contractor shall maintain its software and hardware licenses for the Term of the Master Agreement.

4.3 Security and Confidentiality

- 4.3.1 Contractor shall provide for the security of all Department digital audio, audio/video cassette tapes, CDs, and DVDs received and transcribed by Contractor. Contractor shall ensure that all transcripts are prepared and maintained in accordance with all applicable State and Federal laws and regulations. No copies of the transcripts or its contents shall be released to any person or organization. The methods of security are subject to review and approval by the Department.
- 4.3.2 Contractor shall implement appropriate security on all computers and storage media containing Department data. This shall include but not be limited to:
 - a. Utilizing access control for authorized users;
 - b. Running updated anti-virus, anti-malware software; and
 - c. Ensuring all security corrective patches are installed on operation system and application software, as applicable.
- 4.3.3 All security breaches must be reported to County Project Manager who will then immediately notify the Department's DSB Information Security Officer.
- 4.3.4 Contractor shall have each employee and non-employee, including transcribers, complete either Exhibit E1 (Contractor's Employee Acknowledgement and Confidentiality Agreement) or Exhibit E2 (Contractor's Non-Employee Acknowledgement and Confidential Agreement) to the Master Agreement as applicable, prior to beginning Work under the Master Agreement. Contractor shall send the original to the Contract Compliance Officer listed in Exhibit A (County's Administration) to the Master Agreement.

4.4 Data Destruction

Contractor shall maintain an electronic copy of all completed transcripts for a minimum of six months from delivery to the Department. After six months, all copies shall be purged and deleted from the software and hardware of Contractor's computer.

- 4.4.1 Upon County's written request, or upon expiration or termination of this Master Agreement for any reason, Contractor shall:
- Promptly return or delete all originals and copies of all documents and materials it has received containing County information; and
 - Provide written acknowledgment certifying that all documents and materials have been delivered to the County or deleted.

4.5 Pick-Up and Delivery Service

- 4.5.1 In cases where recordings are contained on audio/video cassette tapes, CDs or DVDs, it is the responsibility of Contractor to pick up recordings from, and return recordings back to, the appropriate County facility set forth on Attachment 1A (Bureau/Unit Locations and Addresses) to this SOW, as applicable.
- 4.5.2 County Project Manager may request pick-up and delivery services for any recorded dictation. Upon transcription request by the Department, Contractor shall provide an estimated pick-up date and time for the recorded dictation media.

4.6 Return Time for Completed Transcripts

The turnaround time requirements for routine jobs and priority jobs are listed below. Any deviation from the turnaround times below must be approved in writing by the County Project Manager.

ROUTINE JOBS		
LANGUAGE	BASED ON THE LENGTH OF ONE INTERVIEW/JOB	TURNAROUND TIME FROM RECEIPT
English	digital audio, audio/video cassette tape, CD or DVD transcript up to 120 minutes in length	48 hours
English	digital audio, audio/video cassette tape, CD or DVD interview or investigation from 121 to 240 minutes in length	72 hours
English	digital audio, audio/video cassette tape, CD or DVD interview or investigation over 240 minutes in length	96 hours
Spanish	digital audio, audio/video cassette tape, CD or DVD interview or investigation up to 120 minutes in length	72 hours
Spanish	digital audio, audio/video cassette tape, CD or DVD interview or investigation over 120 minutes in length	96 hours
Chinese dialect(s)	digital audio, audio/video cassette tape, CD or DVD interview or investigation up to 120 minutes in length	72 hours
Chinese dialect(s)	digital audio, audio/video cassette tape, CD or DVD interview or investigation over 120 minutes in length	96 hours

PRIORITY JOBS		
LANGUAGE	QUANTITY	TURNAROUND TIME FROM RECEIPT
English	digital audio, audio/video cassette tape, CD or DVD interview or investigation of any length	24 hours
Spanish	digital audio, audio/video cassette tape, CD or DVD interview or investigation of any length	48 hours
Chinese dialect(s)	digital audio, audio/video cassette tape, CD or DVD interview or investigation of any length	48 hours

Weekends and County-observed holidays listed in Paragraph 2.2 (Holiday Schedule) of this SOW shall not be counted against the turnaround time requests.

4.7 Job Tracking

- 4.7.1 Contractor shall utilize a computer "job tracking" database. This database shall enable the County to determine when Contractor received the job, when and to whom it was assigned, and when it was completed, approved, and returned to the Department. Contractor shall make its "job tracking" database available upon request.
- 4.7.2 Contractor shall maintain records of all completed Work Requests submitted as Attachment 1B (Transcription Services Work Request) of this SOW, throughout the Term of the Master Agreement. All records shall be the property of the Department and shall be provided to the Department immediately upon request by County Project Manager, and/or upon the expiration or termination of the Master Agreement.

4.8 Required Quarterly Report

Contractor shall provide a quarterly report to County Project Manager. The quarterly report shall be sorted by bureau/unit and include, but not be limited to the following:

- a. Typist's name and bureau/unit for each transcription;
- b. Dates transcription request received by Contractor and completed transcript returned to Department;
- c. Name of person interviewed;
- d. Turnaround time for each interview or investigation and number of completed transcripts;
- e. Case number for each interview or investigation;
- f. Total number of digital audio, audio/video cassette tapes, CD or DVD interviews or investigations received for the quarter;

- g. Date and confirmation that files were purged and destroyed;
- h. Name of person that purged and destroyed files; and
- i. Number of complaints and resolutions.

5.0 QUALITY ASSURANCE PLAN

The Department will evaluate Contractor's performance under the Master Agreement using the quality assurance procedures as defined in Paragraph 8.14 (County's Quality Assurance Plan) of the Master Agreement.

5.1 Meetings/Orientation

Contractor shall meet with County Project Director, County Project Manager, and other command personnel of the Department, as deemed necessary by the Department. Contractor shall be available for meetings, orientation, training, and presentations. Contractor shall participate in such meetings, orientation, training, and presentations at no charge to the County.

5.2 As-Needed Meetings

During the Term of the Master Agreement, Contractor Project Manager shall be available to meet and confer with County Project Manager, as necessary, in person or by phone. Contractor will be notified by County Project Manager, three calendar days prior to the meeting, as to the date, time, and location (if applicable), of the meeting.

5.3 Contract Discrepancy

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

5.3.1 Contract Discrepancy Report

- a. The County Project Manager will determine whether Attachment 1G (Contract Discrepancy Report (CDR)) to this SOW, shall be issued. Upon receipt of the CDR, Contractor shall respond in writing to the County Project Manager within five Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County Project Manager within ten Business Days of receipt of the CDR.
- b. Bureau(s)/Unit(s) must provide a copy of each completed CDR to County Project Director and County Project Manager.
- c. County Project Director and County Project Manager shall maintain a record of all completed CDRs for all Bureau(s)/Unit(s).

ATTACHMENT 1A

BUREAU/UNIT LOCATIONS AND ADDRESSES

TRANSCRIPTION SERVICES

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
TRANSCRIPTION SERVICES**

BUREAU/UNIT LOCATIONS AND ADDRESSES

Bureau/Unit Addresses:

Internal Affairs Bureau - Location 1

4900 S. Eastern Avenue, Suite #100,
Commerce, California 90040

Point of Contact: Sergeant John Gutierrez
jgutier@lasd.org (E-mail)
(323) 890-5079 (Work Phone)
(323) 415-4430 (Facsimile)

Special Victims Bureau – Location 2

11515 S. Colima Road, Bldg #D-106
Whittier CA 90604

Point of Contact: Lieutenant Richard Ruiz
rruiz@lasd.org (E-mail)
(562) 946-7919 (Work Phone)
(323) 415-7588 (Facsimile)

Homicide Bureau – Location 3

1 Cupania Circle
Monterey Park, CA 91754

Point of Contact: Sergeant Tina Arevalo
tlareval@lasd.org (E-mail)
(323) 890-5516 (Work Phone)
(323) 415-2984 (Facsimile)

Internal Criminal Investigations Bureau – Location 4

4900 S. Eastern Avenue, Suite # 103
Commerce, CA 90040

Point of Contact: Sergeant Ron Ridley
rwridley@lasd.org (E-mail)
(562) 392-7074 (Work Phone)
(323) 415-7213 (Facsimile)

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
TRANSCRIPTION SERVICES**

BUREAU/UNIT LOCATIONS AND ADDRESSES

Operation Safe Streets Bureau – Location 5

4331 Lennox Boulevard
Inglewood, CA 90304

Point of Contact: Lieutenant John Wargo
jawargo@lasd.org (E-mail)
(323) 680-2511 (Work Phone)
(310) 671-2908 (Facsimile)

Fraud and Cyber Crimes Bureau – Location 6

11515 South Colima Road #M-101
Whittier, CA 90604

Point of Contact: Sergeant Alex Gilinets
agiline@lasd.org (E-mail)
(562) 946-8250 (Work Phone)
(323) 415-1396 (Facsimile)

ATTACHMENT 1B

TRANSCRIPTION SERVICES WORK REQUEST

TRANSCRIPTION SERVICES

TRANSCRIPTION SERVICES WORK REQUEST

<i>To be completed by Department:</i>		
Requesting Unit/Bureau:		Bureau Contact:
Detective	(First Name) (Last Name)	(E-mail Address)
Daytime Telephone No.		
Recording	Detective:	
	Suspect:	
Urn No.		
Number Of Tapes/Cd		
Length Of Recording	Minutes:	
Language	[] English [] Spanish [] Chinese dialect	
Turn Around Time	[] Routine [] Priority	
SPECIAL INSTRUCTIONS:		
Please cc a copy of the transcription to:		

<i>To be completed by Contractor.</i>	
Contractor Name	Master Agreement No.:
Received audio file on:	Time:
<i>(if needed)</i> <input type="checkbox"/> Request for Extension on Turnaround Time Extended Turnaround Date: Time:	

(For Office Use Only)		
Extension: [] Approved [] Denied		
By:		Title:
Date Emailed Transcription Rec: _____	Date Invoice Sent to Fiscal: _____	Date CD/Tape Returned: _____

ATTACHMENT 1C

INTERNAL AFFAIRS BUREAU – WORK SAMPLE

TRANSCRIPTION SERVICES

INTERNAL AFFAIRS BUREAU – WORK SAMPLE

I.A.B. #: 2189269

WITNESS JANE DOE

Flamm: We're going to be on tape. I'm going to be conducting a telephone interview regarding an administrative investigation under file number I.A.B. 2189269. Today's date is going to be May 31st, 2007. And the time is approximately one o'clock PM. My name is Steve Flamm, and I'm a sergeant with L.A. County Sheriff's Department, assigned to Internal Affairs Bureau, which is under the command of Captain Karyn Mannis. We're going to be conducting an interview today with witness Jane Doe. For the record Jane, would you please state your full name.

Doe: Jane Doe. My full complete name is Jane Doe.

Flamm: Give me your employee number.

Doe: 123456.

Flamm: And that's good right there, okay. Any questions before we begin?

Doe: No.

Flamm: Jane, what I'd like you to do is start by giving me a brief resume of yourself, include your date of hire, your past units of assignment and the date that you were assigned to Anywhere Bureau.

Doe: I, May 4th, was nine years that I've been with the County, with the Sheriff's Department and it has been here at Anywhere Bureau.

Flamm: Have you worked anywhere else?

Doe: No.

Flamm: Okay.

Doe: I was at Anywhere Bank prior to the County.

SL

Vendor's Name Here

I.A.B #218269

1 of 1

DOE

ATTACHMENT 1D

SPECIAL VICTIMS BUREAU AND FRAUD AND CYBER CRIMES BUREAU – WORK SAMPLE

TRANSCRIPTION SERVICES

Attachment 1D

**SPECIAL VICTIMS BUREAU AND FRAUD AND CYBER CRIMES BUREAU
- WORK SAMPLE**

CASE NUMBER 006-12345-1234-012

WITNESS INTERVIEW: JANE SMITH

This is Mr. Joe Grant, assigned to Special Victims Bureau. It is Monday, April 2, 2007, at approximately 1018 hours. Also present in the room is Ms. Jane Smith.

GRANT: Let's begin. Please state your name. Please spell it out your last name.

SMITH: My name is Jane Smith. My last name is spelled S-M-I-T-H.

GRANT: And what is your date of birth?

SMITH: October 1, 1963.

GRANT: October 1, 1963. Okay, and who are you currently employed with?

SMITH: Wishes High School.

GRANT: And where is it located?

SMITH: In Los Angeles.

GRANT: How long have you been employed for this school?

SMITH: Um, let's see, about 16 years or so.

GRANT: 16 years, okay. Have you worked anywhere else?

SMITH: Yes. I worked for a local retail store for 5 years. Um, and prior to that at a gardening center.

GRANT: Are you originally from California?

SMITH: No. I grew up in Nebraska and moved to Texas when I first got married because my husband was in the Air Force and was stationed there. We have done a lot of moving since then. He enjoys the military life and we have seen a lot of the United States because of it. Um, we moved to California in 2001 and have been here ever since. I cannot seem to get to the hot weather here in the summer.

GRANT: Do you and your husband have any children?

Attachment 1D

**SPECIAL VICTIMS BUREAU AND FRAUD AND CYBER CRIMES BUREAU
- WORK SAMPLE**

CASE NUMBER 006-12345-1234-012

WITNESS INTERVIEW: JANE SMITH

SMITH: Yes, uh, three boys.

GRANT: Okay, three boys. And how old are the boys?

SMITH: One is 15, uh...one is 13 and the baby is 7.

GRANT: Okay, and why are you here today.

SMITH: Well I want to return to, um..college and receive my Bachelor's Degree in Psychology.

GRANT: Very interesting, would you like me (Unintelligible) and to sit down with you and set realistic goals with you to obtain that degree and what your financial options are?

SMITH: Yes.

GRANT: When are you available for an appointment? I will need approximately two hours of your time for the assessment test and working out a schedule for you.

SMITH: How is next Friday, April 13, 2007, at 1030 hours? I am off that day.

GRANT: That will be fine.

GRANT: This concludes our recorded interview. It is now 1121 hours.

CG/TS:WCI:pg
Vendor's Name Here
Date

ATTACHMENT 1E

**HOMICIDE BUREAU AND OPERATIONS
SAFE STREETS BUREAU – WORK SAMPLE**

TRANSCRIPTION SERVICES

**HOMICIDE BUREAU AND OPERATION SAFE STREETS BUREAU –
WORK SAMPLE**

JANUARY 24, 2002; 1803 HOURS

-oo0oo-

INTERVIEW OF JOHN DOE

Taken at the Santa Clarita Valley Sheriff's Station in the presence of Sergeant **GILBERT ANDERSON** and Detective **GEORGE MARTINEZ**, Los Angeles County Sheriff's Department, Homicide Bureau. Case under File #002-00000-0000-111. Transcribed by Josephine Betancourt, Senior Typist Clerk.

-oo0oo-

ANDERSON: The date is January 24th, 2002. Current time is approximately 1803 hours. Interview conducted in an interview room at the Santa Clarita Valley Sheriff's Station, referencing File #02-00000-0000-111, regarding the murder of Joe Smith, discovery date of January 16th, 2002. Present in the interview Sergeant Anderson and Detective Martinez from Sheriff's Homicide and Mr. John Doe. Is that correct, Mr. Doe?

DOE: That's correct.

ANDERSON: Okay. Mr., uh, Doe, would you please spell your last name for us.

DOE: It's D-O-E. Are you going to tell me my rights?

ANDERSON: Okay. I'll -- let me read it to you, and if you, uh, understand, then I would like you to initial. Is that alright with --

DOE: Yes.

ANDERSON: Okay. You have the right to -- to remain silent. Do you understand?

DOE: Yes, I do.

**HOMICIDE BUREAU AND OPERATION SAFE STREETS BUREAU –
WORK SAMPLE**

31 ANDERSON: Okay. Can you sign or initial that you understand. Okay, very
32 good. We can go on --

33 DOE: Okay.

34 ANDERSON: -- to the next. Anything you say may be used against you in
35 court. Do you understand?

36 DOE: Yes.

37 ANDERSON: Okay. You have the right to an attorney --

38 DOE: Huh?

39 ANDERSON: You have the right to an attorney during questioning. That's right
40 here. Sign right here. Okay. If you cannot afford an attorney, one will be appointed
41 for you before any questioning. Do you understand?

42 DOE: Yes.

43 ANDERSON: *(Unintelligible)*. Okay. Do you wanna talk about what
44 happened?

45 DOE: Yes, I do.

46 ANDERSON: Okay. Can you just sign your name now. I know we did, uh --
47 did the initials before, but if you could just sign it.

48 DOE: *(Unintelligible)*.

49 ANDERSON: Okay. Do you prefer to call -- be called John?

50 DOE: Don't matter.

51 ANDERSON: Doesn't matter?

52 DOE: Yeah.

53 ANDERSON: Okay. John, what do you know about the murder of Joe Smith?

**HOMICIDE BUREAU AND OPERATION SAFE STREETS BUREAU –
WORK SAMPLE**

54 DOE: I don't have nothin' else to say. I want an attorney.

55 ANDERSON: You don't -- okay, we'll end this interview now.

56 (*END OF INTERVIEW*)

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DRAFT

ATTACHMENT 1F

INTERNAL CRIMINAL INVESTIGATIONS BUREAU – WORK SAMPLE

TRANSCRIPTION SERVICES

INTERNAL CRIMINAL INVESTIGATIONS BUREAU - WORK SAMPLE

I.C.I.B. #: 914-00000-2003-441

WITNESS JANE DOE

Dell: We're going to be on tape. I'm going to be conducting an interview regarding an investigation under I.C.I.B. file number 914-00000-2003-441. Today's date is going to be May 5th, 2000. And the time is approximately one o'clock PM. My name is John Doe, D-O-E, and I am a sergeant with the Los Angeles County Sheriff's Department, assigned to Internal Criminal Investigations Bureau. We're going to be conducting an interview today with witness Jane Doe. For the record Jane, would you please state your full name, spell your last name.

Doe: Jane Doe. My full complete name is Jane Doe, D-O-E.

Dell: Give me your employee number.

Doe: 123456.

Dell: And that's good right there, okay. Any questions before we begin?

Doe: No.

Dell: Jane, what I'd like you to do is start by giving me a brief resume of yourself, include your date of hire, your past units of assignments and the date that you were assigned to Anywhere Bureau.

Doe: I, January 10th, was nine years that I've been with the County, with the Sheriff's Department and it has been hear at Anywhere Bureau.

Dell: Have you worked anywhere else?

Doe: No.

Dell: Okay.

Doe: I was at Anywhere Corporation prior to the County.

OM
Vendor's Name Here

I.C.I.B. #: 914-0000-2003-441

1

DOE

ATTACHMENT 1G

CONTRACT DISCREPANCY REPORT

TRANSCRIPTION SERVICES

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared by County: _____ Date to Contractor: _____
Returned by Contractor: _____ Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date _____

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date: _____

Contractor Representative's Signature and Date: _____

EXHIBIT A

COUNTY'S ADMINISTRATION

TRANSCRIPTION SERVICES

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

WORK ORDER NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACT COMPLIANCE OFFICER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY ACCOUNTS PAYABLE REPRESENTATIVE:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

EXHIBIT B

CONTRACTOR'S ADMINISTRATION

TRANSCRIPTION SERVICES

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

WORK ORDER NO. _____

CONTRACTOR PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT C

CONTRACTOR'S EEO CERTIFICATION

TRANSCRIPTION SERVICES

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT D

JURY SERVICE ORDINANCE

TRANSCRIPTION SERVICES

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or State law or a condition of a Federal or State program mandates the use of a particular contractor; or
 - 3. A purchase made through a State or Federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

2.203.070. Exceptions.

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

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

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

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

2.203.090. Severability.

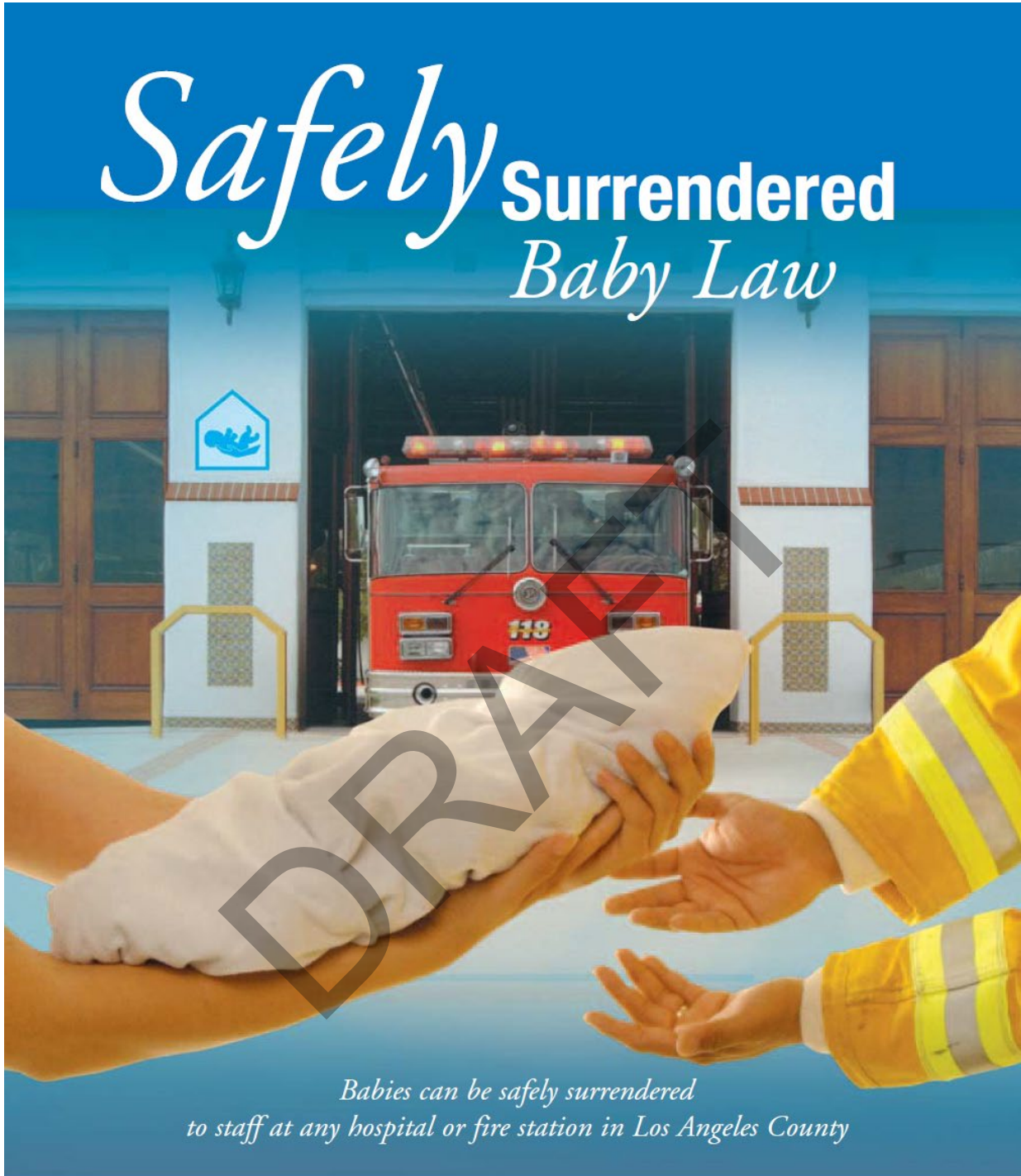
If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT E

SAFELY SURRENDERED BABY LAW

TRANSCRIPTION SERVICES


Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

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



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

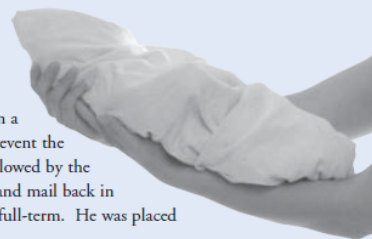
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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

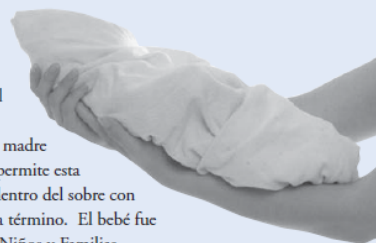


EXHIBIT F

RATE OF COMPENSATION

TRANSCRIPTION SERVICES



EXHIBIT F RATE OF COMPENSATION

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

ROUTINE JOBS		
LANGUAGE	DESCRIPTION	PRICE PER LINE (based on 60 characters per line) (\$)
English to English	Digital audio, audio/video cassette tape, CD, or DVD recorded dictation of any length.	0.20
Spanish to English	Digital audio, audio/video cassette tape, CD, or DVD recorded dictation of any length.	0.75
Chinese dialect(s) to English	Digital audio, audio/video cassette tape, CD, or DVD recorded dictation of any length.	0.75

PRIORITY JOBS APPROVED BY COUNTY PROJECT MANAGER*		
LANGUAGE	DESCRIPTION	PRICE PER LINE (based on 60 characters per line) (\$)
English to English 24 Hr. Turnaround	Digital audio, audio/video cassette tape, CD, or DVD recorded dictation of any length.	0.30
Spanish to English 48 Hr. Turnaround	Digital audio, audio/video cassette tape, CD, or DVD recorded dictation of any length.	1.00
Chinese dialect(s) to English 48 Hr. Turnaround	Digital audio, audio/video cassette tape, CD, or DVD recorded dictation of any length.	1.00

PICK-UP AND DELIVERY CHARGES		
SERVICE	DESCRIPTION	PRICE/EACH (\$)
Pick-up	Pick up from any location identified in Exhibit B (Statement of Work), Attachment B1 (Bureau/Unit Locations and Addresses).	35.00
Delivery	Delivery to any location identified in Exhibit B (Statement of Work), Attachment B1 (Bureau/Unit Locations and Addresses).	35.00

SPECIAL RATES*		
SERVICE	DESCRIPTION	PRICE/ INDICATE UNIT (\$)
Unintelligible Audio Review	Transcription of dictation, recorded on any media, that is extremely inaudible or impossible to understand in totality and requires additional labor for transcription.	.50/English per line 1.25/Spanish per line 1.25/Chinese dialect(s) per line
Blank Audio Recording Review	County will not reimburse Contractor for any review or attempted transcription of audio recordings with no vocalized communication. Please refer to Paragraph 2.4.5 (Blank Audio Recordings Review) of Attachment 1 (Statement of Work).	

*** Must be approved by County Project Manager in writing prior to beginning Work**

Note: No minimum job fee; no fee for corrections

EXHIBIT G1-G3

FORMS REQUIRED BEFORE WORK BEGINS

TRANSCRIPTION SERVICES

**TRANSCRIPTION SERVICES
MASTER AGREEMENT**

CERTIFICATION OF EMPLOYEE STATUS

(Note: This certification is to be executed and returned to County before Work begins. Work cannot begin until County receives this executed document.)

CONTRACTOR NAME

County Master Agreement No. _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable State and Federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by State and Federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below:

EMPLOYEES

1. _____
2. _____
3. _____
4. _____

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

**TRANSCRIPTION SERVICES
MASTER AGREEMENT**

CERTIFICATION OF NO CONFLICT OF INTEREST

(Note: This certification is to be executed and returned to County before Work begins. Work cannot begin until County receives this executed document.)

CONTRACTOR NAME

County Master Agreement No. _____

Los Angeles County Code Section 2.180.010.A provides as follows:

“Certain contracts prohibited.

A. Notwithstanding any other section of this code, the County shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the County Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County before Work begins. Work cannot begin until County receives this executed document.)

Contractor Name _____

County Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H

SAMPLE INVOICE

TRANSCRIPTION SERVICES

SAMPLE INVOICE*Invoice to include information below at a minimum*

CONTRACTOR NAME
ADDRESS
PHONE

INVOICE #
INVOICE DATE

AGREEMENT #
BUREAU
ADDRESS

BILLING PERIOD:
BEGINNING: Date
ENDING: Date

Case #	Interviewee	Language	Lines	Rate	Amount
IAB 12345	Jane Doe	Eng	252	0.20	50.40
IAB 12346	John Doe	Sp	150	0.75	112.50
Special Fee:					
Pick up					35.00
				Total:	197.90

Reviewed and approved by Sheriff's Personnel:

Signature

Printed Name

Title

Date

EXHIBIT I

INVOICE DISCREPANCY REPORT

TRANSCRIPTION SERVICES

INVOICE DISCREPANCY REPORT

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

Today's Date: _____

Contractor: _____

Phone Number: _____

Date of Subject Invoice: _____

Description of Issues with Subject Invoice:

Signed: _____ Date: _____
 County Project Manager

2. **REVIEWED:**

Signed: _____ Date: _____
 County Project Director

3. **CONTRACTOR RESPONSE** (to be completed by Contractor Project Director)

Date received from County Project Manager: _____

Explanation regarding Issues with Subject Invoice: _____

Corrective Action Taken: _____

Signed: _____ Date: _____
 Contractor Project Director

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

5. **Approved by COUNTY:**

 _____ Date: _____
 _____ Date: _____

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

INSTRUCTIONS

County Project Manager: Forward IDR to the Contractor for investigation and response.

Contractor: Must respond to County Project Manager in writing within ten days of receipt of IDR.

County Project Manager: Forward completed IDR to Contracts Unit

December 21, 2021

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:

**APPROVAL OF MODEL MASTER AGREEMENT FOR
POLYGRAPH EXAMINATION SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking approval of a Model Master Agreement (Model Agreement) for qualified contractors to provide as-needed Polygraph Examination Services (Services) to the Departments Scientific Services Bureau.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached Model Agreement for a term of five years, from January 17, 2022, through and including January 16, 2027, with an option to extend for five additional one-year periods, for a total Model Agreement term not to exceed ten years.
2. Delegate authority to the Sheriff, or his designee, to execute Master Agreements (Agreements) substantially similar to the attached Model Agreement with qualified contractors with an initial term commencing January 17, 2022 or upon execution by the Sheriff, whichever is later, and terminating January 16, 2027, plus five additional one-year option periods.

3. Delegate authority to the Sheriff, or his designee, to execute Amendments and Change Notices to the Agreements as set forth throughout the Model Agreement, including Amendments and Change Notices to: (1) effectuate modifications which do not materially affect any term of the Agreements; (2) add new or revised standard County contract provisions adopted by the Board as required periodically; (3) exercise the option terms of the Agreements; (4) effectuate any Cost of Living Adjustment as provided for in the Agreements; (5) effectuate the assignment and delegation/mergers or acquisitions provision; and (6) terminate the Agreements, either in whole or in part, by provision of a ten-day advance written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will provide the Department with a pool of readily available qualified contractors to support the Scientific Services Bureau's pre-employment polygraph examination operation. It is the intent of the Department to issue work to contractors on a rotational basis.

Implementation of Strategic Plan Goals

The recommended services support the County's Strategic Plan, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability. Specifically, by ensuring that the Department obtains candidates who best meet integrity standards, and who are best qualified to continue the Department's tradition of public service.

FISCAL IMPACT/FINANCING

The estimated annual cost for these Services is approximately \$350,000. Actual expenditures will be incurred solely on an as-needed basis. Over the term of the Agreements, appropriate allocations will be established in the Department's operating budget to meet the anticipated need each fiscal year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current Model Agreement for Services was approved by the Board on December 16, 2014. It will expire on January 16, 2022.

The proposed successor Model Agreement was determined to be a Non-Proposition A agreement due to Services being highly specialized and used on an as-needed basis. The Living Wage Program (County Code Chapter 2.2001) does not apply to the recommended Model Agreement.

The Honorable Board of Supervisors
December 21, 2021
Page 3

All Contractors will be required to comply with all Board and Chief Executive Office requirements, including Jury Service, Safely Surrendered Baby Law, Defaulted Property Tax Reduction Program, Zero Tolerance Policy for Human Trafficking, Fair Chance Employment, and Policy of Equity.

The attached Model Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

On August 24, 2021, the Department issued a Request for Statement of Qualifications (RFSQ) for Services. The RFSQ was posted on the County's and Department's websites with an initial closing date of October 15, 2021.

To date, the Department has received four Statements of Qualifications (SOQ). Of the SOQs received, four contractors met the minimum mandatory qualifications and were determined to be qualified. Upon the Board's approval of this action, the Sheriff will execute Agreements with the qualified Contractors.

The RFSQ will remain open until the needs of the Department are met.

IMPACT ON CURRENT SERVICES

Approval of this action will prevent any disruption of Services.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter and two original executed copies of the Model Agreement to the Department's Contracts Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

AV:TKM:gf
(Fiscal Administration Bureau-Contracts Unit)

Attachments

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Rodrigo A. Castro-Silva, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel
Timothy K. Murakami, Undersheriff
Jorge A. Valdez, Chief of Staff
Brian Yanagi, A/Chief, Technology & Support Division
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Judy A. Anderson, A/Commander, Technology & Support Division
Glen C. Joe, Assistant Division Director, ASD
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)
Richard A. Shear, Captain, Scientific Services Bureau
Wesley P. Grose, Crime Laboratory Director, Scientific Services Bureau
Dave E. Culver, Assistant Director, FAB
Vanessa C. Chow, Sergeant, ASD
Angelo Faiella, Manager, FAB, Contracts Unit (CU)
Stephanie Mandujano, Sergeant, Scientific Services Bureau
Kristine D. Corrales, Deputy, ASD
Alex Madera, Senior Contracts Analyst, CU
Gabriela Frierson, Assistant Contracts Analyst, CU
(Contracts – Polygraph Examination Services 12-21-21)

MASTER AGREEMENT NO. 696XX



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FOR

POLYGRAPH EXAMINATION SERVICES

**MASTER AGREEMENT
FOR
POLYGRAPH EXAMINATION SERVICES
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ATTACHMENTS

- Attachment 1: STATEMENT OF WORK
- Attachment 1A: EXAMINATION LOG
- Attachment 1B: EXAMINER BILLING LOG
- Attachment 1C: CONTRACT DISCREPANCY REPORT

STANDARD EXHIBITS

- Exhibit A County's Administration
- Exhibit B Contractor's Administration
- Exhibit C Contractor's EEO Certification
- Exhibit D Jury Service Ordinance
- Exhibit E Safely Surrendered Baby Law
- Exhibit F Rate of Compensation
- Exhibit G1 Certification of Employee Status
- Exhibit G2 Certification of No Conflict of Interest
- Exhibit G3 Contractor Acknowledgement and Confidentiality Agreement
- Exhibit H Invoice Discrepancy Report

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
AND**

**_____
FOR
POLYGRAPH EXAMINATION SERVICES**

This Master Agreement is made and entered into this ____ day of _____, 2022 by and between the County of Los Angeles (County) and _____ (Contractor) to provide Polygraph Examination Services (Services).

RECITALS

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

WHEREAS, the Contractor is a private firm specializing in providing Polygraph Examination Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the County Board of Supervisors (Board) to contract for special services; and

WHEREAS, the Board has authorized the Sheriff of the County of Los Angeles or his designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

Attachments 1, 1A, 1B, 1C, and Exhibits A, B, C, D, E, F, G1, G2, G3, and H are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, Service, or other Work, or otherwise between the base Master Agreement and the Attachments/Exhibits, or between Attachments/Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Attachments/Exhibits according to the following priority:

Attachments:

- 1.1 Attachment 1 Statement of Work (SOW)
- 1.2 Attachment 1A Examination Log
- 1.3 Attachment 1B Examiner Billing Log
- 1.5 Attachment 1C Contract Discrepancy Report

Standard Exhibits:

- 1.1 Exhibit A County's Administration
- 1.2 Exhibit B Contractor's Administration
- 1.3 Exhibit C Contractor's EEO Certification
- 1.4 Exhibit D Jury Service Ordinance
- 1.5 Exhibit E Safely Surrendered Baby Law
- 1.6 Exhibit F Rate of Compensation
- 1.7 Exhibit G1 Certification of Employee Status
- 1.8 Exhibit G2 Certification of No Conflict of Interest
- 1.9 Exhibit G3 Contractor Acknowledgement and Confidentiality Agreement
- 1.10 Exhibit H Invoice Discrepancy Report

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

2.0 DEFINITIONS

- 2.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.
- 2.2 **Active Contractor:** means a Qualified Contractor who is in compliance with the terms and conditions of this Master Agreement and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of Work is issued. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.3 **Amendment:** has the meaning set forth in Paragraph 8.1 (Change Notices and Amendments) of this Master Agreement.
- 2.4 **Business Day(s):** means Monday through Friday, excluding County observed holidays.
- 2.5 **Change Notice:** has the meaning set forth in Paragraph 8.1 (Change Notices and Amendments) of this Master Agreement.
- 2.6 **Contract Discrepancy Report (CDR):** has the meaning set forth in Paragraph 8.2.1 (Contract Discrepancy Report) of Attachment 1 (Statement of Work) to this Master Agreement.
- 2.7 **Contractor:** means the sole proprietor, partnership, or corporation that has entered into this Master Agreement with the County as identified in the preamble.
- 2.8 **Contractor Project Manager:** means the individual designated by Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.9 **County:** means the County of Los Angeles.
- 2.10 **County Counsel:** means County's Office of the County Counsel.
- 2.11 **County Project Director:** means the person designated by County with authority for County on contractual or administrative matters relating to this Master Agreement that cannot be resolved by County Project Manager. All references here forward to County Project Director shall mean, "County Project Director or his designee."
- 2.12 **County Project Manager:** means the person designated by County Project Director to manage the operations under this Master Agreement. All references here forward to County Project Manager shall mean, "County Project Manager or his designee."
- 2.13 **Fiscal Year:** means the 12 month period beginning July 1st and ending the following June 30th.

- 2.14 Master Agreement:** means the County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, all services provided under this Master Agreement.
- 2.15 Polygraph Examinee:** means a person who is taking a polygraph examination.
- 2.16 Qualified Contractor:** means a Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the Minimum Mandatory Qualifications listed in the RFSQ, and has an executed Master Agreement with the Sheriff's Department.
- 2.17 Request for Statement of Qualifications (RFSQ):** means a solicitation based on establishing a pool of qualified Vendors to provide services through Master Agreements.
- 2.18 Sheriff:** means the elected official who is the Sheriff of the County of Los Angeles.
- 2.19 Statement of Qualifications (SOQ):** means a Contractor's response to an RFSQ.
- 2.20 Statement of Work (SOW):** means the Statement of Work attached as Attachment 1 (Statement of Work) to this Master Agreement.
- 2.21 Term:** has the meaning set forth in Paragraph 4.0 (Term of Master Agreement) of this Master Agreement.
- 2.22 Work:** means any and all tasks, subtasks, deliverables, and goods, and other services performed by or on behalf of Contractor pursuant to this Master Agreement, including all Attachments and Exhibits, and all fully-executed Change Notices and Amendments hereto.

3.0 WORK

- 3.1** Contractor shall fully and timely perform all Work, as specified in Attachment 1 (Statement of Work), and all other Work required under this Master Agreement, including pursuant to any fully executed Change Notice or Amendment, in accordance with the terms and conditions of this Master Agreement.
- 3.2** It is the intent of the Department to issue Work to Active Contractors on a rotational basis by availability and geographical area in accordance with Paragraph 4.0 (Guidelines for the Distribution of Work) of Attachment 1 (Statement of Work) to this Master Agreement, based upon the need of the Department, in its sole discretion. However, County Project Manager has the sole discretion to issue Work to any of the Qualified Contractors.
- 3.3** County will refer Polygraph Examinees to Contractor for Services as set forth in Attachment 1 (Statement of Work) to this Master Agreement.

- 3.4 Contractor acknowledges that, subject to this Paragraph 3.0 (Work), all Work performed under this Master Agreement, including pursuant to any fully executed Change Notice or Amendment, is payable in arrears on a monthly basis in accordance with the terms and conditions of this Master Agreement, including this Paragraph 3.0 (Work) and Paragraph 5.0 (Contract Sum) of this Master Agreement.
- 3.5 If Contractor provides any tasks, deliverables, goods, services, or work, other than as specified in this Master Agreement, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.
- 3.6 All such Work shall be provided solely as specified under this Master Agreement and must receive the written approval of County Project Manager in order to qualify for payment. In no event shall County be liable or responsible for payment for any Work prior to approval from County Project Manager of such Work.
- 3.7 During the Term of this Master Agreement, Contractor shall at all times possess and maintain all licenses and certifications required to perform the Work under this Master Agreement. In the event of suspension or revocation of such licenses and/or certifications, Contractor shall immediately notify County Project Manager and cease providing all Work under this Master Agreement.
- 3.8 The execution of this Master Agreement does not guarantee Contractor any minimum amount of business. County does not promise, warrant, or guarantee that County will utilize any particular level of Contractor's Service, or any Services at all, during the Term of this Master Agreement.

4.0 TERM OF MASTER AGREEMENT

- 4.1 The Term of this Master Agreement(s) shall commence on January 17, 2022 or upon execution of the Sheriff or his designee as authorized by County Board of Supervisors (Board), whichever is later, and shall terminate on January 16, 2027, unless sooner extended or terminated, in whole or in part, as provided in the Master Agreement.
- 4.2 County shall have the sole option to extend this Master Agreement Term for up to five one-year periods for a maximum total Master Agreement Term not to exceed ten years. Each such extension shall be exercised at the sole discretion of the Sheriff or his designee as authorized by the Board, and shall be in the form of a written Amendment in accordance with Paragraph 8.1 (Change Notices and Amendments) of this Master Agreement.
- 4.3 County maintains databases that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether County will exercise an option Term extension.
- 4.4 Contractor shall notify the Department when this Master Agreement is within six months from the expiration of the Term as provided for hereinabove.

Upon occurrence of this event, Contractor shall send written notification to the Department at the address provided in Exhibit A (County's Administration) to this Master Agreement.

5.0 CONTRACT SUM

5.1 General

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

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

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

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

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

- 5.4.2 Notwithstanding the above, Contractor shall be entitled to payment for Services that are satisfactorily completed after the expiration or other termination of this Master Agreement, provided that any such Services are rendered pursuant to any Work that was validly executed during the Term of this Master Agreement. This provision shall survive the expiration or other termination of this Master Agreement.

5.5 Invoices and Payments

5.5.1 General

Contractor shall be paid monthly in arrears. Contractor's invoice shall be submitted to County by the 15th calendar day of the month following the month in which Services were provided. County will submit payment to Contractor within 30 calendar days after a correct invoice has been approved for payment by County Project Manager.

5.5.2 Invoices

Invoice Detail

Each invoice submitted by Contractor for each Polygraph Examinee shall contain the following information:

- Contractor name and address;
- County Master Agreement number;
- Invoice date;
- Invoice number;
- Charge for each Service;
- Contractor shall indicate the date the Polygraph Examinee showed, canceled, or was a "no-show";
- Total amount due for the month;
- A log of all billed exams shall be attached to the invoice. See Attachment 1A (Examination Log) and Attachment 1B (Examiner Billing Log) of Attachment 1 (Statement of Work) to this Master Agreement; and
- Any additional supporting documentation and/or information reasonably requested by County.

5.5.3 Submission of Invoices

- a. Contractor shall submit an original invoice to County Project Manager listed in Exhibit A (County's Administration) to this Master Agreement.
- b. Contractor shall submit invoice by the 15th calendar day of the month following the month in which Services were performed.

The Department will not be responsible for invoices submitted more than 60 calendar days after the date of Service rendered. County shall be under no obligation to remit payment for late, lost or mishandled invoices. Contractor is responsible for the accuracy of invoices submitted to the Department.

5.5.4 Monthly Reports

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

- a. Name of each Polygraph Examinee for which polygraph examination Services were performed in the billing period;
- b. Date the service was performed during the billing period;
- c. Total number of exams;
- d. Total number of hours;
- e. Total number "no shows" of Polygraph Examinees; and
- f. Total billing.

5.5.5 Approval of Invoices

All invoices submitted by Contractor to County for payment shall have County's written approval as provided in this Paragraph 5.5 (invoices and Payments), and evidenced by County Project Manager's signature on invoice, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

5.5.6 Payments

Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to satisfactorily performed Work and a validly executed invoice.

5.5.7 No Out-of-Pocket Expenses

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

5.5.8 Contractor Responsibility

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

5.5.9 County's Right to Withhold

In addition to any rights of County provided in this Master Agreement, or at law or in equity, County may, upon notice to

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

5.5.10 Invoice Discrepancy Report

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

5.6 Local Small Business Enterprises (LSBEs)–Prompt Payment Program

5.6.1 Certified LSBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

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

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

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

5.7.4 At any time during the duration of this Master Agreement, a Contractor may submit a written request for an exemption to this

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

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit A (County Administration) to this Master Agreement. County shall notify Contractor in writing of any change in the names or addresses shown.

6.1 County Project Director

County Project Director is the approving authority for individual Work solicitations and executions.

The responsibilities of County Project Director may include:

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

6.2 County Project Manager

County Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. County Project Manager shall prepare and issue all Work and any Change Notices and Amendments thereto, and generally be the first person for Contractor to contact with any questions.

The responsibilities of County Project Manager may include:

- a. Meeting with Contractor Project Manager on a regular basis;
- b. Issuing Work; and
- c. Inspecting any and all tasks, deliverables, goods, Services, or other Work provided by or on behalf of Contractor.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor Project Manager

7.1.1 Contractor Project Manager is designated in Exhibit B (Contractor's Administration) to this Master Agreement. Contractor shall notify County in writing of any change in the name or address of Contractor Project Manager.

7.1.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County Project Manager on a regular basis with respect to all active Work.

7.2 Contractor's Authorized Official(s)

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration) to this Master Agreement. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing Work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

- 7.4.1 All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.
- 7.4.2 Contractor is responsible for ensuring that employees have obtained a County ID badge before they are assigned to Work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.3 Contractor shall notify County within one Business Day when staff is terminated from working under this Master Agreement. Contractor shall retrieve and return an employee's ID badge to County on the next Business Day after the employee has terminated employment with Contractor.
- 7.4.4 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to County on the next Business Day after the employee has been removed from working on this Master Agreement.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing Services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to provide Services under this Master Agreement. 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 shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.5.2 Country Project Director will schedule the background investigation with the Department's Civilian Backgrounds Unit.
- 7.5.3 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing Services under this Master Agreement at any time during the Term of this Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through County's background investigation.
- 7.5.4 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 County or whose background or conduct is incompatible with County facility access.
- 7.5.5 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 (Background and Security Investigations) of this Master Agreement shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 (Confidentiality) shall be conducted by Contractor and performed

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

- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing Services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of Exhibit G3 (Contractor Acknowledgement and Confidentiality Agreement) to this Master Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Change Notices and Amendments

- 8.1.1 The Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Master Agreement during the Term of this Master Agreement. County reserves the right to add and/or change such provisions as required by the Board or Chief Executive Officer. To implement such orders, an Amendment to this Master Agreement shall be prepared and executed by Contractor and Sheriff or his designee.
- 8.1.2 For any change which does not materially affect the scope of Work, period of performance, price, payments, except for any price adjustment provided for in Paragraph 5.3 above, or any other term or condition of this Master Agreement, a Change Notice shall be executed by County Project Director and Contractor Project Manager.
- 8.1.3 For any change which materially affects the scope of Work, Term, price, payments, or any other form or condition of this Master Agreement, an Amendment to this Master Agreement shall be executed by Contractor and the Board.
- 8.1.4 Notwithstanding Paragraphs 8.1.1 through 8.1.3 above, for any option Term extension of this Master Agreement; or modifications pursuant to Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions) of this Master Agreement, an Amendment to this Master Agreement shall be executed by Contractor and Sheriff or his designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 Contractor shall notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.
- 8.2.2 Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written Amendment to this Master Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against 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 this Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

Contractor represents and warrants that the person executing this Master Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this

Master Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.4 Complaints

- 8.4.1 Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.
- 8.4.2 Within 30 Business Days after this Master Agreement effective date, Contractor shall provide County with Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.3 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.4.4 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within ten Business Days for County approval.
- 8.4.5 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
- 8.4.6 Contractor shall preliminarily investigate all complaints and notify County Project Manager of the status of the investigation within ten Business Days of receiving the complaint.
- 8.4.7 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.8 Copies of all written responses shall be sent to County Project Manager within ten Business Days of mailing to the complainant.

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with 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 8.5 (Compliance

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

8.6 Compliance with Civil Rights Laws

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

8.7 Compliance with County's Jury Service Program

8.7.1 Jury Service Program

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

8.7.2 Written Employee Jury Service Policy

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

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

- b. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 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 County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 calendar days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform Services for County under the Master Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- c. If Contractor is not required to comply with the Jury Service Program when this Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- d. Contractor's violation of this Paragraph 8.7.2 (Written Employee Jury Service Policy) may constitute a material breach of this Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

- 8.8.1 No County employee whose position with County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of Contractor who may financially benefit from the performance of Work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.
- 8.8.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Master Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.8 (Conflict of Interest) shall be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoff or are on a County Re-employment List

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

8.10 Consideration of Hiring GAIN-GROW Participants

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

BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN-GROW job candidates.

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

8.11 Contractor Responsibility and Debarment

8.11.1 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 this Master Agreement. It is County policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

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

8.11.3 Non-responsible Contractor

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

8.11.4 Contractor Hearing Board

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

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

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

8.11.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's Exhibit E (Safely Surrendered Baby Law) to this Master Agreement, in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Contractor and its subcontractor(s), can access posters and other campaign material at www.babysafela.org.

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

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

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

8.14 County's Quality Assurance Plan

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

8.15 Damage to County Facilities, Buildings or Grounds

- 8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 calendar days after the occurrence.
- 8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

- 8.16.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for

employment of any persons performing Work under this Master Agreement.

8.17 Counterparts and Electronic Signatures and Representations

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

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

8.18 Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, 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 Contractor's employees for which County may be found jointly or solely liable.

8.19 Force Majeure

8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or Services to be furnished by

the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.19.3 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.

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Master Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.21.3 Contractor understands and agrees that all persons performing Work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Master Agreement.
- 8.21.4 Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality) of this Master Agreement.

8.22 Indemnification

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

8.23 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 8.23 (General Provisions for All Insurance Coverage) and Paragraph 8.24 (Insurance Coverage) of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing Services under this Master Agreement.
- Renewal Certificates shall be provided to County not less than ten calendar days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any

policy deductibles or self-insured retentions exceeding \$50,000.00, and list any County required endorsement forms.

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

Certificates and copies of any required endorsements shall be sent to the County Contract Compliance Manager listed in Exhibit A (County's Administration) to this Master Agreement.

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

8.23.2 Additional Insured Status and Scope of Coverage

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

8.23.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least 10 calendar days in advance of cancellation for non-payment of

premium and 30 calendar days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Master Agreement, in the sole discretion of County, upon which County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

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

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Shall Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 Sub-Contractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

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

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

8.24.1 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

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

8.24.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer. The written notice shall be provided to County at least 10 calendar days in advance of cancellation for non-payment of premium and 30 calendar days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following this Agreement's expiration, termination or cancellation.

8.25 Liquidated Damages

8.25.1 If, in the judgment of County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County Project Director, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from 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 Contractor from County, will be forwarded to Contractor by County

Project Director, in a written notice describing the reasons for said action.

- 8.25.2 If County Project Director determines that there are deficiencies in the performance of this Master Agreement that County Project Director deems are correctable by Contractor over a certain time span, County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, County Project Director may:
- a. Deduct from 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 Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction and that Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County's payment to Contractor; and/or
 - c. Upon giving five calendar days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.
- 8.25.3 The action noted in Paragraph 8.25.2 above shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Master Agreement.
- 8.25.4 This Paragraph shall not, in any manner, restrict or limit County's right to damages for any breach of this Master Agreement provided by law or as specified in Paragraph 8.25.2 above, and shall not, in any manner, restrict or limit County's right to terminate this Master Agreement as agreed to herein.

8.26 Intentionally Omitted

8.27 Nondiscrimination and Affirmative Action

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

applicable Federal and State anti-discrimination laws and regulations.

- 8.27.2 Contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification) to this Master Agreement.
- 8.27.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) of this Master Agreement when so requested by County.
- 8.27.7 If County finds that any provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) of this Master Agreement have been violated, such violation shall constitute a material breach of this Master Agreement upon which County may terminate or suspend this Master Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall

constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.27.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Master Agreement, County shall, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 Non Exclusivity

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

8.29 Notice of Delays

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

8.30 Notice of Disputes

Contractor shall bring to the attention of County Project Director any dispute between County and Contractor regarding the performance of Services as stated in this Master Agreement. If County Project Director is not able to resolve the dispute, the Sheriff or his designee shall resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit E (Safely Surrendered Baby Law) to this Master Agreement and is available on the internet at www.babysafela.org.

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid,

addressed to the parties as identified in Exhibit A (County's Administration) and Exhibit B (Contractor's Administration) to this Master Agreement. Addresses may be changed by either party giving ten calendar days' prior written notice thereof to the other party. County Project Director shall have the authority to issue all notices or demands required or permitted by County under this Master Agreement.

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

8.35.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

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

conditions:

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

8.36.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with County of Los Angeles, provided that the requirements of this Paragraph 8.36 (Publicity) shall apply.

8.37 Record Retention and Inspection-Audit Settlement

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

8.37.2 In the event that an audit of Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 calendar days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. County shall make a

reasonable effort to maintain the confidentiality of such audit report(s).

8.37.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) shall constitute a material breach of this Master Agreement upon which County may terminate or suspend this Master Agreement.

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

8.38 Recycled Bond Paper

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

8.39 Subcontracting

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

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

- a. A description of the Work to be performed by the subcontractor;
- b. A draft copy of the proposed subcontract; and
- c. Other pertinent information and/or certifications requested by County.

8.39.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner

and to the same degree as if such subcontractor(s) were Contractor employees.

- 8.39.4 Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 8.39.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 County Project Director is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for their files.
- 8.39.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 8.39.8 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to the Contract Compliance Manager listed in Exhibit A (County's Administration) to this Master Agreement before any subcontractor may perform any Work hereunder.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) of this Master Agreement, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) of this Master Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

- 8.41.1 County may terminate this Master Agreement, and any Work issued hereunder, in whole or in part, from time to time or permanently,

when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten calendar days after the notice is sent.

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

- a. Stop Work under this Master Agreement, as identified in such notice;
- b. Transfer title and deliver to County all completed Work and Work in process; and
- c. Complete performance of such part of the Work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Master Agreement shall be maintained by Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) of this Master Agreement.

8.42 Termination for Default

8.42.1 County may, by written notice to Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County Project Director:

- a. Contractor has materially breached this Master Agreement;
- b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other Work required either under this Master Agreement; or
- c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five Business Days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

8.42.2 In the event that County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1 above, County may procure, upon such terms and in such manner as County may deem appropriate, goods and Services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this

Master Agreement to the extent not terminated under the provisions of this Paragraph.

- 8.42.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.42.2 above, if its failure to perform this Master Agreement, arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of 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 Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.42.4 If, after County has given notice of termination under the provisions of this Paragraph 8.42 (Termination for Default) of this Master Agreement, it is determined by County that Contractor was not in default under the provisions of this Paragraph 8.42 (Termination for Default) of this Master Agreement, or that the default was excusable under the provisions of Paragraph 8.42.3 above, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience) of this Master Agreement.
- 8.42.5 The rights and remedies of County provided in this Paragraph 8.42 (Termination for Default) of this Master Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

- 8.43.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or

the making of any determinations with respect to Contractor's performance pursuant to this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

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

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

8.44 Termination for Insolvency

8.44.1 County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

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

8.44.2 The rights and remedies of County provided in this Paragraph 8.44 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

No waiver by County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 (Waiver) of this Master Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

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

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

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

8.50.1 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.

- 8.50.2 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 Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) of this Master Agreement shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten calendar days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.52 Time Off For Voting

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

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

- 8.53.1 Contractor acknowledges that County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- 8.53.2 If Contractor or member of Contractor's staff is convicted of a human trafficking offense, County shall require that Contractor or member of Contractor's staff be removed immediately from performing Services under this Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.53.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Master Agreement.

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Paragraph 8.55 (Compliance with Fair Chance Employment Practices) of this Master Agreement may constitute a material breach of this Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Master Agreement.

8.56 Compliance with the County Policy of Equity

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

8.57 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 Proposer/Contractor has provided advice or consultation for the solicitation. Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of County. A violation of this provision shall result in the disqualification of Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County Master Agreement. This provision shall survive the expiration, or other termination of this Master Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Licenses, Permits, Registrations, Accreditation, and Certificates

Contractor shall obtain, and maintain in effect during the Term of this Master Agreement, all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under this Master Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform Services hereunder obtain, and maintain in effect during the Term of this Master Agreement, all licenses, permits, registrations,

accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide a copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to County Project Manager.

9.2 Local Small Business Enterprise (LSBE) Preference Program

9.2.1 This Master Agreement is subject to the provisions of County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

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

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

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

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

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Social Enterprise (SE) Preference Program

- 9.6.1 This Master Agreement is subject to the provisions of County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.6.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.6.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.6.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor shall:
 - a. Pay to County any difference between this Master Agreement amount and what County's costs would have been if this Master Agreement had been properly awarded;
 - b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement; and
 - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.7 Intentionally Omitted

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.8.1 This Master Agreement is subject to the provisions of County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor shall:
 - a. Pay to County any difference between this Master Agreement amount and what County's costs would have been if this Master Agreement had been properly awarded;
 - b. In addition to the amount described in subdivision (a) above, Contractor will be assessed a penalty in an amount of not more than ten percent of the amount of this Master Agreement; and
 - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Master Agreement, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

**MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
POLYGRAPH EXAMINATION SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Sheriff of Los Angeles County or his designee, and Contractor has caused this Master Agreement to be executed on its behalf by its duly authorized representative on the dates written below.

COUNTY OF LOS ANGELES

By: _____
ALEX VILLANUEVA, SHERIFF

Date: _____

CONTRACTOR

By: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA
County Counsel

By: Michele Jackson (pc)
Michele Jackson
Principal Deputy County Counsel

ATTACHMENT 1

STATEMENT OF WORK

POLYGRAPH EXAMINATION SERVICES

DRAFT

POLYGRAPH EXAMINATION SERVICES

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ATTACHMENTS:

- Attachment 1A: Examination Log
- Attachment 1B: Examiner Billing Log
- Attachment 1C Contract Discrepancy Report

STATEMENT OF WORK

1.0 SCOPE OF WORK

- 1.1 The Los Angeles County (County) Sheriff's Department (Department) requires the services of several polygraph examiners to provide Polygraph Examination Services (Services) to assist the Department's Scientific Services Bureau on an intermittent, as-needed basis.
- 1.2 This Statement of Work (SOW) defines the tasks and responsibilities of Contractors providing Services for the Department's Polygraph Examinations Unit.

2.0 HOURS AND DAYS OF SERVICE

- 2.1 Contractor's Work hours may vary, depending on the needs of the Department. Generally, Work hours range from 7:00 a.m. to 7:00 p.m. (Pacific Time).
- 2.2 Contractor shall be available to provide Services seven days a week, with the exception of the County-observed holidays listed below.
 - New Year's Day – January 1st
 - Martin Luther King Jr's Birthday – 3rd Monday in January
 - Presidents' Day – 3rd Monday in February
 - Cesar Chavez – Last Monday in March
 - Memorial Day – Last Monday in May
 - Independence Day – July 4th
 - Labor Day – 1st Monday in September
 - Indigenous People's Day – 2nd Monday in October
 - Veterans Day – November 11th
 - Thanksgiving Day - 4th Thursday in November
 - Friday after Thanksgiving – Friday following the 4th Thursday in November
 - Christmas – December 25th

3.0 WORK LOCATIONS

- 3.1 Polygraph examinations are conducted at the Department locations listed below:

LOS ANGELES

2020 West Beverly Boulevard
Los Angeles, California 90057
Telephone: (213) 989-2167
Fax: (213) 483-3862

WEST COVINA

2934 East Garvey Boulevard, South
West Covina, California 91791
Telephone: (626) 858-8795

CHATSWORTH COURTHOUSE
9425 Penfield Avenue, Room 3200
Chatsworth, California 91311
Telephone: (818) 576-8875 or 8869

- 3.2 County has the sole discretion to change, add, or delete locations throughout the Term of the Master Agreement. Such changes will be executed by County and Contractor in accordance with Paragraph 8.1 (Change Notices and Amendments) of the Master Agreement.
- 3.3 At the request of County, Contractor may be required to provide a location where the polygraph examination will be performed by Contractor, at no additional cost to County. The exam room shall be free from distractions that would interfere with the ability of the Polygraph Examinee to focus on the issues being addressed. The examination site should be relatively free from outside noises and distractions.

4.0 GUIDELINES FOR THE DISTRIBUTION OF WORK

- 4.1 Contractors under the Master Agreement have no guarantee of Work. Contractors will be utilized on an intermittent, as-needed basis to assist the Department during periods of increased hiring.
- 4.2 Contractors will be utilized on a rotational basis, by availability, and geographical area.
- 4.3 County Project Manager has the sole discretion to issue Work to any of the Qualified Contractors, based on the needs of the Department.

5.0 WORK SCHEDULE REQUIREMENTS

- 5.1 The Department will prioritize the scheduling of polygraph exams at locations most beneficial to the Department and Polygraph Examinees.
- 5.2 On or around the 15th of each calendar month, each qualified Contractor will be asked to submit a calendar of availability for the following calendar month. The calendar shall be submitted to the County Project Manager.
- 5.3 Contractor's calendar of availability (refer to Paragraph 5.2 above) will be used by Department background investigators, the Department's Polygraph Section clerical staff, or County Project Manager to schedule Contractors to provide Services.
- 5.4 Each daily schedule will be finalized at least three calendar days prior to the actual testing date by County Project Manager.
- 5.5 It is the individual Contractor's responsibility to contact County Project Manager to ascertain if they have Work scheduled for any individual day.
- 5.6 Contractor shall keep County Project Manager informed of any scheduling conflicts.
- 5.7 Contractor shall report for a polygraph examination on-time, as scheduled.

- 5.8 Contractor shall not administer more than three polygraph examinations in one day.
- 5.9 Any requests for scheduling variances shall be e-mailed to County Project Manager, and be subject to County Project Manager's approval.

6.0 ASSUMPTIONS

- 6.1 County will administer the Master Agreement according to Paragraph 6.0 (Administration of Master Agreement - County) of the Master Agreement.
- 6.2 Contractor or Contractor's staff shall be required to wear Department-issued identification badges while on County property.
- 6.3 Contractor shall immediately inform County Project Manager of any criminal issues related to any polygraph examiner providing Services under the Master Agreement.
- 6.4 Contractor shall be required to provide its own polygraph instrument at no additional cost to the County. Contractor's polygraph instrument shall meet the requirements specified in Paragraph 7.1 (Instrumentation and Recording) below.

6.5 Furnished Items

County will provide the following, unless otherwise specified herein:

- a. Examination room;
- b. Examination room furniture;
- c. Video and/or audio equipment;
- d. Office space required to prepare for and follow-up on, polygraph examinations, and prepare required reports and opinions;
- e. Telephone, fax machine, copier, and computer with applicable software; and
- f. Department-issued identification badge for Contractor's use.

7.0 SPECIFIC WORK REQUIREMENTS

7.1 Instrumentation and Recording

- 7.1.1 Contractor shall conduct polygraph examinations with a County-approved four to six channel polygraph instrument designed to collect physiological data from the Polygraph Examinee.

- 7.1.2 The polygraph instrument shall have the following capability to record the following:
 - a. Respiration patterns recorded by pneumograph components.
 - b. Thoracic and abdominal patterns shall be recorded separately, using two pneumograph components.
 - c. Electrodermal activity reflecting relative changes in the conductance or resistance of current by the epidermal tissue.
- 7.1.3 Heart rate, blood volume, and blood pressure shall be recorded using a standard medical blood pressure cuff and sphygmograph.
- 7.1.4 Movement of the subject's lower extremities shall be monitored by the motion sensor.
- 7.1.5 Physiological recording during each examination shall be continuous and shall be of sufficient amplitude to be easily readable by Contractor and any reviewing polygraph examiner.

7.2 Pre-test Interview for Polygraph Examinations

- 7.2.1 Contractor shall conduct pre-test interviews with the Polygraph Examinees in order to gather background information relevant to the polygraph examination.
- 7.2.2 The pre-test interview will:
 - a. Psychologically prepare the Polygraph Examinee for examination;
 - b. Provide a baseline for body language and neurolinguistics; and
 - c. Allow Contractor to determine if the subject is testable.
- 7.2.3 Contractor shall make a reasonable effort to determine the fitness of the Polygraph Examinee for testing. Where allowed by law, basic inquiries into the medical and psychological condition of the Polygraph Examinee, as well as any recent drug use, should be made. Contractor shall not conduct a polygraph examination if valid results cannot be reasonably foreseen.
- 7.2.4 If, based on medical disclosures, Contractor has a reasonable doubt concerning the fitness of the Polygraph Examinee to safely undergo a polygraph examination, Contractor shall:
 - a. Immediately stop the polygraph examination; and
 - b. Notify the Polygraph Examinee's County background investigator and request a release from the Polygraph Examinee's primary healthcare physician.

7.3 Polygraph Examinations

- 7.3.1 Contractor shall only perform pre-employment polygraph examinations on Polygraph Examinees referred to Contractor by the Department.
- 7.3.2 Contractor shall immediately inform County Project Manager of any conflict of interest related to a Polygraph Examinee.
- 7.3.3 Contractor shall develop questions for the examination and review the questions with the Polygraph Examinee.
- 7.3.4 Contractor shall ask examination questions with clarity and precision.
- 7.3.5 Contractor's examination questions shall be balanced in terms of length and impact for each category of questions utilized, as follows:
 - a. Questions used in the assessment of truth and deception shall be preceded and followed by time intervals of not less than 20 seconds.
 - b. When approved and validated research supports the use of another time interval, that time span shall prevail.
- 7.3.6 Contractor shall conduct no fewer than four polygraph charts for each examination in conformance with a validated testing technique. Polygraph charts shall include, but not be limited to a stimulus test or calibration and verification of sensitivity question set.
- 7.3.7 Contractor shall use standardized chart markings that are recognized and utilized as "accepted practice" within the polygraph profession.
- 7.3.8 All polygraph examinations shall be reviewed for quality and accuracy by the Department's Polygraph Examination Unit prior to the submission of the final report.
- 7.3.9 Contractor shall be required to perform quality control and/or peer review for other polygraph examiners, as requested by County Project Manager.

7.4 Observance of the Rights of Polygraph Examinees

- 7.4.1 Contractor shall not disclose to any person, any personal information gained during the course of a polygraph examination except where such disclosure is required by law, or is a part of the pre-employment examination information.

- 7.4.2 Contractor shall not render a conclusive diagnosis when the physiological records lack sufficient quality and clarity. This may include, but is not limited to:
- a. Excessively distorted recordings;
 - b. Records with insufficient response capability; or
 - c. Records with tracing amplitudes below those generally accepted within the polygraph profession.

7.5 Polygraph Examination Scoring

- 7.5.1 Contractor shall employ quantitative, numerical, and algorithm scoring for all polygraph examinations.
- 7.5.2 Contractor shall analyze the Polygraph Examinee's physiological responses and form an opinion as to the subject exhibiting any of the following:
- a. "Significant Response";
 - b. "No Significant Response";
 - c. "Deception Indicated";
 - d. "No Deception Indicated";
 - e. "Inconclusive"; or
 - f. "Countermeasures."
- 7.5.3 Contractor's notes from the polygraph examination shall have sufficient clarity and precision to enable another polygraph examiner to read and interpret them with ease.
- 7.5.4 Contractor shall not disclose the results of the polygraph examination until it has been adequately and sufficiently analyzed.
- 7.5.5 Contractor shall maintain the confidentiality of Work conducted until both of the following are obtained:
- a. Release by the Polygraph Examinee; and
 - b. Approval for any disclosure of information by County Project Manager.

7.6 Post-Examination Follow-Up

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

7.7 Restriction on Rendering Opinions

- 7.7.1 Contractor shall not provide any report or opinion regarding the medical or psychological condition of the Polygraph Examinee. Even if the polygraph examiner is a licensed psychologist, the polygraph examiner shall not render a psychological opinion because they are not hired to do so.
- 7.7.2 Contractor may describe the appearance or behavior of the Polygraph Examinee.
- 7.7.3 Polygraph outcome decisions shall only be based on the analysis of the polygraph data gathered.

7.8 Reporting Standards

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

- 7.8.1 Contractor shall prepare computer-generated reports using Microsoft Word (.doc or .docx) formats.
- 7.8.2 Contractor shall complete and submit polygraph examination reports to County Project Manager not later than one day following the examination, unless otherwise approved in writing by County Project Manager.
- 7.8.3 Contractor shall keep a log of all polygraph examinations using Attachment 1A (Examination Log) to this SOW. Attachment 1A (Examination Log) shall be attached to Attachment 1B (Examiner Billing Log) to this SOW, and submitted to County Project Manager not later than one week after the end of the month that is being billed.
- 7.8.4 Contractor shall keep County Project Manager informed of all pertinent information related to any polygraph examination or Polygraph Examinee.

8.0 QUALITY ASSURANCE PLAN

The Department will evaluate Contractor's performance under the Master Agreement using the quality assurance procedures as defined in Paragraph 8.14 (County's Quality Assurance Plan) of the Master Agreement.

8.1 As-Needed Meetings

During the Term of the Master Agreement, Contractor Project Manager shall be available to meet and confer with County Project Manager, as necessary, in person or by phone. Contractor will be notified by County Project Manager, three calendar days prior to the meeting, as to the date, time, and location (if applicable), of the meeting.

8.2 Contract Discrepancy

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

8.2.1 Contract Discrepancy Report

County Project Manager will determine whether Attachment 1C (Contract Discrepancy Report (CDR)) to this SOW, shall be issued. Upon receipt of the CDR, Contractor shall respond in writing to County Project Manager within five Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all discrepancies identified in the CDR shall be submitted to County Project Manager within ten Business Days of receipt of the CDR.

9.0 QUALITY CONTROL

Contractor shall submit all completed Work, including audio/video recordings, computerized charts, reports and any written documentation produced as a result of any and all polygraph examinations, to County Project Manager for quality review.

ATTACHMENT 1A

EXAMINATION LOG

POLYGRAPH EXAMINATION SERVICES

DRAFT

EXAMINATION LOG

NUMBER	DATE MM/DD/YYYY	TEST NUMBER	APPLICANT /SUBJECT LAST, FIRST NAME	SEX	AGE	AGENCY	EXAM TYPE: C/A, DST, DSR, SPECIFIC	RESULTS/ISSUE: NDI; DI; INC; REJECT; NO SHOW; (REASONS)	CHARTS	HOURS	EXAMINER COMMENTS
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
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ATTACHMENT 1B

EXAMINER BILLING LOG

POLYGRAPH EXAMINATION SERVICES

DRAFT

EXAMINER BILLING LOG

CONTRACT POLYGRAPH EXAMINER BILLING LOG															
EXAMINER:															
ADDRESS:															
SSN#:								MASTER AGREEMENT#:							
MONTH:															
Date															
Day of Week															
Exams															
1st n/s min 3 hrs															
2nd n/s flat \$85															
Hours															
Total Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Date															
Day of Week															
Exams															
1st n/s min 3 hrs															
Last n/s flat \$85															
Hours															
Total Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Note: With the exception of the last test of the day, no show of the day is a minimum of 3 hrs at \$75/hr. Last test no show of day is a flat rate of \$85.00 per scheduled polygraph examination.															
EXAMINER'S SIGNATURE: _____										DATE: _____		TOTAL Exams		0	
												TOTAL No Shows		0 x \$85	
												TOTAL Hours		0 X \$75	
Invoice Audited by: _____										Print: _____		TOTAL Billing		\$0	
Date: _____															
Invoice Approved for Payment by: _____										Print: _____					
Date: _____															

ATTACHMENT 1C

CONTRACT DISCREPANCY REPORT

POLYGRAPH EXAMINATION SERVICE

DRAFT

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared by County: _____ Date to Contractor: _____
Returned by Contractor: _____ Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT A

COUNTY'S ADMINISTRATION

POLYGRAPH EXAMINATION SERVICES

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

WORK ORDER NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACT COMPLIANCE OFFICER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY ACCOUNTS PAYABLE REPRESENTATIVE:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT B

CONTRACTOR'S ADMINISTRATION

POLYGRAPH EXAMINATION SERVICES

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

WORK ORDER NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT C

CONTRACTOR'S EEO CERTIFICATION

POLYGRAPH EXAMINATION SERVICES

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT D

JURY SERVICE ORDINANCE

POLYGRAPH EXAMINATION SERVICES

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

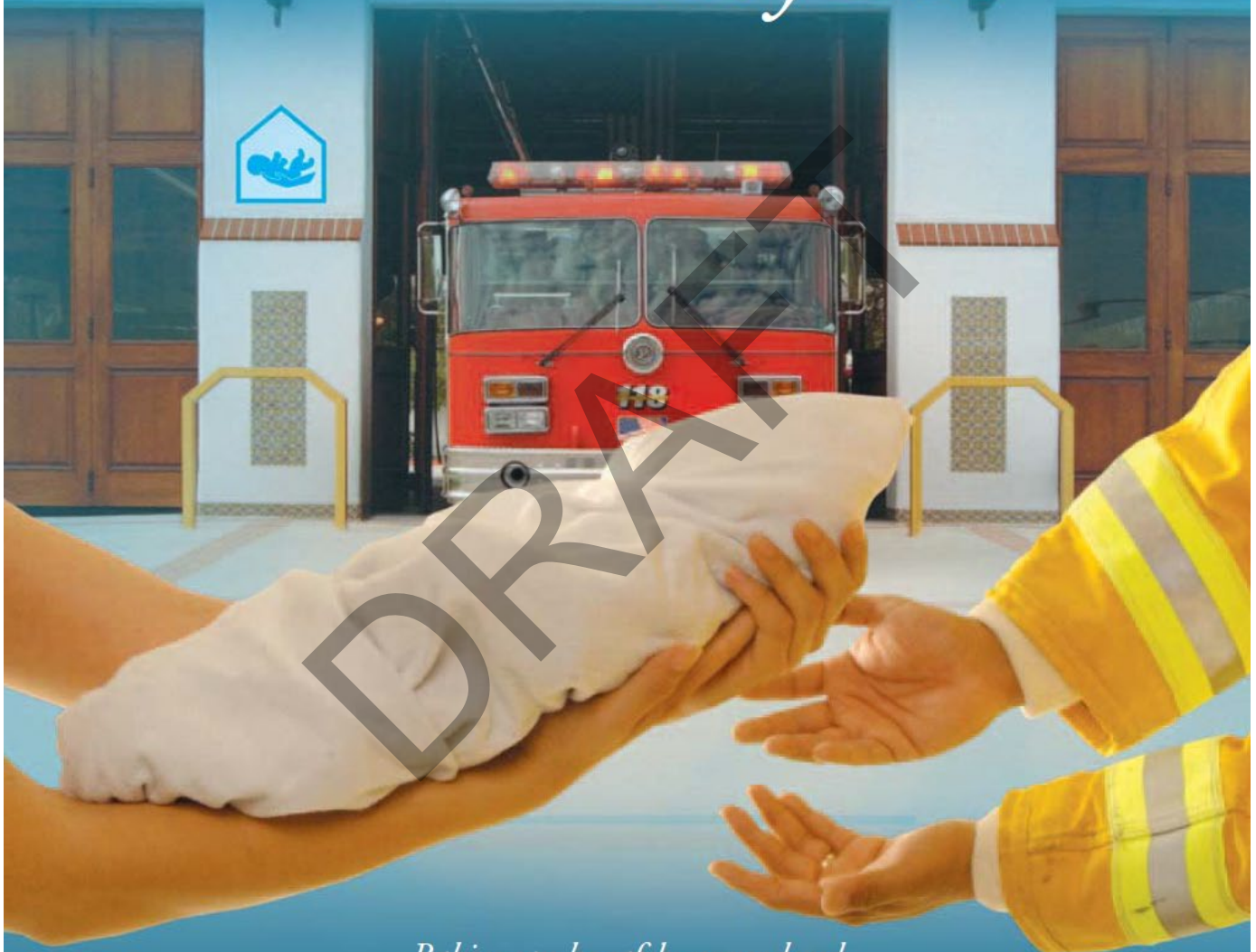
If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT E

SAFELY SURRENDERED BABY LAW

POLYGRAPH EXAMINATION SERVICES

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

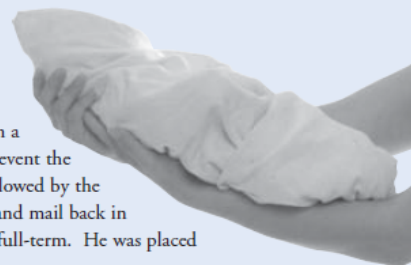
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



EXHIBIT F

RATE OF COMPENSATION

POLYGRAPH EXAMINATION SERVICES



EXHIBIT F RATE OF COMPENSATION

POLYGRAPH EXAMINATION SERVICES

Pursuant to Paragraph 5.0 (Contract Sum) of the Master Agreement, Contractor shall be paid for Work performed at the all-inclusive rates below. The all-inclusive rates shall remain firm and fixed for the Term of the Master Agreement. Contractor shall invoice County in accordance with Paragraph 5.5 (Invoices and Payments) of the Master Agreement.

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

1. An all-inclusive rate of \$75.00 per hour for polygraph examinations services, including a "No-Show" or "No Exam", unless the "No-Show" or "No Exam" is the last scheduled polygraph examination of the day. Refer to number 3 below if "No-Show" or "No-Exam" is the last scheduled polygraph examination.
2. County and Contractor acknowledge that most examinations are generally two hours in length. County and Contractor also agree to provide Contractor with pre-examination preparation time and post-examination reporting time. County will provide Contractor with not less than one hour of cumulative time for pre-examination and post-examination Work. Therefore, all completed polygraph examinations will be billed at a three hour minimum. All "No-Show" or "No Exams" that are not the last scheduled exam of the day will be billed at three hours.
3. An all-inclusive rate of \$85.00 for each scheduled polygraph examination that is a "No-Show" or "No Exam" when the "No-Show" or "No Exam" is the last scheduled polygraph exam and is verified by the County Project Manager.
4. Exams that exceed the three hour minimum require prior written approval by the County Project Manager and must provide a justification in the "comments" section of Attachment 1A (Examination Log) to Attachment 1 (Statement of Work) to the Master Agreement.

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

EXHIBIT G1-G3

FORMS REQUIRED BEFORE WORK BEGINS

POLYGRAPH EXAMINATION SERVICES

**POLYGRAPH EXAMINATION SERVICES
MASTER AGREEMENT**

CERTIFICATION OF EMPLOYEE STATUS

(Note: This certification is to be executed and returned to County before Work begins. Work cannot begin until County receives this executed document.)

CONTRACTOR NAME

County Master Agreement No. _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable State and Federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by State and Federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below:

EMPLOYEES

1. _____
2. _____
3. _____
4. _____

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

**POLYGRAPH EXAMINATION SERVICES
MASTER AGREEMENT**

CERTIFICATION OF NO CONFLICT OF INTEREST

(Note: This certification is to be executed and returned before Work begins. Work cannot begin until County receives this executed document.)

CONTRACTOR NAME

County Master Agreement No. _____

Los Angeles County Code Section 2.180.010.A provides as follows:

“Certain contracts prohibited.

A. Notwithstanding any other section of this code, the County shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the County Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned before Work begins. Work cannot begin until County receives this executed document.)

Contractor Name _____

County Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

County of Los Angeles
Sheriff's Department

Polygraph Examination Services
Exhibit G3 – Contractor Acknowledgment and Confidentiality Agreement
Master Agreement No. 696XX

EXHIBIT H

INVOICE DISCREPANCY REPORT

POLYGRAPH EXAMINATION SERVICES

Polygraph Examination Services
Exhibit H – Invoice Discrepancy Report
Master Agreement No. 696XX

December 21, 2021

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:

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND
BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF PASADENA
FOR TOURNAMENT OF ROSES PARADE AND ROSE BOWL GAME
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks Board approval of Supplemental Law Enforcement Services Agreement with the City of Pasadena for the provision of supplemental law enforcement services by the Department for the annual Tournament of Roses Parade and Rose Bowl Game occurring on January 1st (or January 2nd in the event January 1st is a Sunday).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to execute the attached Supplemental Law Enforcement Services Agreement (Agreement) with the City of Pasadena for the provision of supplemental law enforcement services during the annual Tournament of Roses Parade and Rose Bowl Game on January 1st (or January 2nd) of each year, commencing upon execution through January 2, 2026.
2. Delegate authority to the Sheriff, or his designee, to execute amendments to the Agreement as set forth in Section 8.0 (Amendments) of the Agreement, including amendments that modify Exhibit A: Rose Parade Rates and Personnel, inclusive of hourly rates as determined by the County's Auditor-Controller.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

The City of Pasadena has requested that the County of Los Angeles, through the Sheriff's Department, provide supplemental law enforcement services during the City's annual Tournament of Roses Parade and Rose Bowl Game on January 1st (or January 2nd) of each year. The number of spectators and vehicles that enter the City of Pasadena to attend the event requires supplemental law enforcement services to provide adequate police protection and traffic control. The City of Pasadena is desirous of contracting with the County for additional law enforcement services through the Sheriff's Department.

Implementation of Strategic Goals

This recommended action conforms to the Los Angeles County's Strategic Plan, Goal 1: Operational Effectiveness. By combining resources with Pasadena Police Department, the Sheriff's Department enhances public safety during this event, efficiently delivering much needed services to one of the safety partners within our county. It ensures safety and security to the people of Los Angeles County, along with the worldwide visitors to this event. All Sheriff's Department costs are fully reimbursed by the City of Pasadena.

FISCAL IMPACT / FINANCING

The estimated charges and staffing are based on rates developed by the County Auditor-Controller annually. The County will be reimbursed by the City of Pasadena for all costs incurred at the rates established by the Auditor-Controller every fiscal year.

The Tournament of Roses Parade and Rose Bowl Game will not have any impact on the resources provided to the unincorporated patrol areas, as staffing will be provided by the Sheriff's sworn and professional staff on voluntary overtime basis. The estimated total number of personnel required for the 2022 parade and game is 1,092, totaling 14,594 hours. The Agreement provides for the use of reserve deputy sheriff personnel who will augment the assignment of the regular deputy sheriff personnel. The reserve deputy sheriffs, and other personnel, will be compensated according to the rates set forth on Exhibit A, Rose Parade Rates and Personnel, of the Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the Agreement shall commence upon execution by the Board of Supervisors and shall remain in effect through January 2, 2026. The Sheriff seeks delegated authority to execute amendment adjust the annual billing rates and staffing requirements. The supplemental law enforcement services will be provided according

The Honorable Board of Supervisors
December 21, 2021
Page 3

to the mutually agreed upon event action plan(s). The Agreement provides for mutual indemnification. The agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact to current County services. The Tournament of Roses Parade and Rose Bowl Game will be staffed by deputy personnel on overtime status.

CONCLUSION

Upon approval by the Board, it is requested that the Executive Officer, Board of Supervisors, return two (2) originally executed Supplemental Law Enforcement Services Agreements to the Sheriff's Department's Contract Law Enforcement Bureau for further processing.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

AV:TMK:SVE
(Contract Law Enforcement Bureau)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Rodrigo A. Castro-Silva, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Jorge A. Valdez, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Sergio V. Escobedo, Captain, Contract Law Enforcement Bureau
Vanessa C. Chow, Sergeant, ASD
Xe K. Ho, Sergeant, Contract Law Enforcement Bureau
Kristine D. Corrales, Deputy ASD
(Contract Law – Rose Parade and Rose Bowl Game 12-14-21)

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF PASADENA
FOR
TOURNAMENT OF ROSES PARADE AND ROSE BOWL GAME**

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EXHIBIT A - ROSE PARADE AND ROSE BOWL GAME RATES AND PERSONNEL

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF PASADENA
FOR
TOURNAMENT OF ROSES PARADE AND ROSE BOWL GAME**

This Supplemental Law Enforcement Services Agreement ("Agreement") is entered into this ____ day of _____, 2021, by and between the COUNTY OF LOS ANGELES ("County") and the CITY OF PASADENA ("City") for the annual Tournament of Roses Parade ("Parade") and Rose Bowl Game ("Game").

RECITALS

- (a) Whereas, the Tournament of Roses Association will stage and conduct the annual Parade every January 1 (or January 2 in the event the January 1 is a Sunday); and
- (b) Whereas, the Tournament of Roses Association in contract with the Pac-12 Conference and Big Ten Conference, or alternatively, as a participant in the College Football Playoff, conduct the annual Game contemporaneous to the Parade; and
- (c) Whereas, the City is desirous of contracting with the County for the performance of the supplemental law enforcement functions for the Parade and Game, as described herein, by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- (d) Whereas, the County is agreeable to rendering such supplemental law enforcement services, as available, on the terms and conditions set forth in this Agreement; and
- (e) Whereas, such Agreement is authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Section 51301 of the California Government Code.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County agrees, as available, through the Sheriff of the County of Los Angeles, to provide supplemental law enforcement services to the City for the Parade and Game, according to the event action plan(s) for supplemental law enforcement services developed and approved by the Sheriff and the Police Chief of the City

subject to the conditions set forth in Sections 2.1 and 2.2 below for the following dates: December 31 through January 1 of each year (or January 2 in the event January 1 is a Sunday). Such event action plan(s) are hereby incorporated into and made a part of this Agreement by this reference.

- 1.2 Except as otherwise specifically set forth in this Agreement, supplemental law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the Charter of the County and the statutes of the State of California.
- 1.3 The request for services shall be a written request on official City letterhead for each year's Parade and Game. The request shall contain specific dates of service, hours of operation, number of personnel requested, classification of personnel requested and duties and responsibilities associated with the type of service requested. For the purpose of performing said services, County shall furnish and supply, as available, all necessary labor, supervision, personnel, helicopters, equipment, communications, fuel, and supplies necessary to provide the services to be rendered hereunder. Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services. The request shall be signed by a representative of the City who is duly authorized to enter into such agreements for supplemental law enforcement services. The request shall be submitted to the Los Angeles County Sheriff's Department's Contract Law Enforcement Bureau located at 211 West Temple Street, 7th Floor, Los Angeles, California 90012.
- 1.4 The City hereby grants to the County, the Sheriff's Department, and its personnel responding to requests for services herein the right to transmit and broadcast communications to the Pasadena Police Department's units via the Pasadena Police Department's primary dispatch frequency and/or any other law enforcement frequency for which the City is licensed by FCC.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 It is the intent of the Sheriff to hire sufficient personnel to staff the Parade and Game services according to the event action plan(s) referred to in Section 1.1.

However, to ensure the safety of the public and sworn personnel, should the Sheriff determine that an insufficient number of personnel are available to staff according to the event action plan(s) referred to in Section 1.1, the Sheriff shall notify the Police Chief of the City as soon as reasonably practicable.

- 2.2 The County agrees to provide to the City the classifications of personnel for use in carrying out the event action plan(s) for supplemental law enforcement referred to in Section 1.1 and subject to the conditions set forth in Exhibit A, Rose Parade and Rose Bowl Game Rates and Personnel, to this Agreement.
- 2.3 The County agrees to provide clerical and logistical support time for administrative staff duties, planning and preparation, which includes set-up and breakdown of logistical equipment, and any other services the Sheriff may deem necessary to carry out the duties assigned to the Sheriff's Department under the event action plan(s) for law enforcement referred to in Section 1.1, including pre-event and post-event float escorts as requested by the City.
- 2.4 Notwithstanding any other provision of this Agreement, the Sheriff may forthwith cancel the provision of services under this Agreement if he concludes that he has insufficient available personnel to provide the services required by this Agreement and to perform his other duties as required by law.
- 2.5 In the event that additional personnel, beyond the personnel described herein, is requested by the City, the City agrees to fully reimburse the County for the cost of all additional personnel. Sheriff and Police Chief of the City must mutually agree upon the amount of additional personnel needed. County, through the Sheriff's Department, agrees to make best efforts to provide such additional personnel.
- 2.6 The hours of duty performed by County employees under this Agreement shall be those established and agreed upon in the event action plan(s) for supplemental law enforcement described in Section 1.1.
- 2.7 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual

determination thereof shall be made by both the Sheriff of the County and the City's Chief of Police.

- 2.8 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.9 With regard to Sections 2.1 and 2.2 above, the Sheriff, in an unresolved dispute over the minimum level of performance of services, shall have final and conclusive determination as between the parties hereto.
- 2.10 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees shall become employees of the County.
- 2.11 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, and not to establish an agency relationship, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the City while performing such service for the City, as long as the service is within the scope of this Agreement and is a municipal function.
- 2.12 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.
- 2.13 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 INDEMNIFICATION

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

4.0 TERM OF AGREEMENT

- 4.1 The term of this Agreement shall commence upon execution by the County Board of Supervisors and shall remain in effect through January 2, 2026, unless sooner terminated or extended in whole or in part as provided for herein.

5.0 RIGHT OF TERMINATION

- 5.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.
- 5.2 Notwithstanding the foregoing, the Sheriff may cancel the provision of services with only ten (10) calendar days advance notice, or less in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law.
- 5.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

6.0 BILLING RATES AND TOTAL COMPENSATION

- 6.1 For and in consideration of the rendition of the supplemental law enforcement services to be performed by the County for the City under this Agreement, the City shall pay County for said services provided by County under the terms of this Agreement at the appropriate and prevailing billing rates set forth on Exhibit A, Rose Parade and Rose Bowl Game Rates and Personnel, as established by the County Auditor-Controller. The billing rates listed shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service. In such case, the annual rate adjustment shall be reflected in a revised Attachment A and attached to this Agreement as an Amendment consistent with Section 8.0, Amendments, of this Agreement to reflect the change in billing rates each fiscal year.
- 6.2 The City shall reimburse the County for duties performed by Department personnel in preparation for the Parade and the Game throughout the calendar year, based on regular hourly rates. The hours will be tracked by the Department's Emergency Operations Bureau, and details of the hours worked will be provided along with an invoice to the City. An estimate of the hours will be provided on Exhibit A.
- 6.3 The billing rates depicted on Exhibit A, Rose Parade and Rose Bowl Game Rates and Personnel, are developed by the County Auditor-Controller to reflect the County's actual costs in the compensation of employees at premium overtime rates (except Deputy Sheriff - Reserves), the administration of workers' compensation benefits, and the overhead of the County attributable to the provision of services pursuant to this Agreement. The foregoing rates are adjusted annually pursuant to the policies and practices adopted by the Los Angeles County Board of Supervisors governing the determination of such actual costs.
- 6.4 Notwithstanding any adjustments in billing rates, County's total annual compensation under this Agreement shall not exceed \$1,900,000 per fiscal year (July 1 through June 30), without the prior authorization of the Pasadena City Council.

7.0 PAYMENT PROCEDURES

- 7.1 The County, through the Sheriff, shall render to the City a summarized invoice which covers all services performed during said month, and the City shall pay County for all undisputed amounts within thirty (30) calendar days after date of said invoice.
- 7.2 If such payment is not delivered to the County office, which is described on said invoice, within thirty (30) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within thirty (30) calendar days after the dispute resolution is memorialized.
- 7.3 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Sections 7.1 and 7.2 above.

8.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the City.

9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

10.0 AUTHORIZATION WARRANTY

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

11.0 GOVERNING LAW, JURISDICTION, AND VENUE

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

12.0 NOTICES

12.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

12.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Captain Sergio V. Escobedo
211 West Temple Street, 7th Floor
Los Angeles, California 90012

12.3 Notices to the City shall be addressed as follows:

City of Pasadena
Event Planning
Attn: Lieutenant John Mercado
207 North Garfield Avenue
Pasadena, California 91101

13.0 VALIDITY

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

14.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

15.0 ENTIRE AGREEMENT

This Agreement, including Exhibit A, and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and signed by both parties.

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**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF PASADENA
FOR
TOURNAMENT OF ROSES PARADE AND ROSE BOWL GAME**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer thereof, and the City has caused this Agreement to be executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
HILDA L. SOLIS
Chair, Board of Supervisors

ATTEST:
Celia Zavala
Executive Officer
of the Board of Supervisors

By _____
Deputy

CITY OF PASADENA

By  _____
STEVE MERMELL
City Manager

ATTEST:
MARK JOMSKY, CMC
City Clerk

By  11/3/21

APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA
County Counsel

By **APPROVAL ON FILE**
Principal Deputy County Counsel

APPROVED AS TO FORM:
MICHELE BEAL BAGNERIS
City Attorney


By  _____
Javan N. Rad
Chief Assistant City Attorney

EXHIBIT A
SHERIFF'S DEPARTMENT
2022 ROSE PARADE
RATES AND PERSONNEL

RATES & COSTS

PERSONNEL	Hourly Rate	3.00% Liability	Hourly Rate	Number Deployed	Total Hours	Total Costs
Captain	\$202.16	N/A	\$202.16	1	10	\$2,021.60
Lieutenant	\$159.93	N/A	\$159.93	18	252	\$40,302.36
Sergeant	\$133.10	N/A	\$133.10	80	1,280	\$170,368.00
Sergeant - Arson/Explosives	\$148.56	\$4.46	\$153.02	4	56	\$8,568.94
Sergeant - SEB	\$140.62	\$4.22	\$144.84	2	18	\$2,607.09
Sergeant - Motor	\$140.62	\$4.22	\$144.84	1	18	\$2,607.09
Sergeant - Pilot	\$155.39	\$4.66	\$160.05	1	10	\$1,600.52
Deputy Bonus II	\$132.54	\$3.98	\$136.52	6	96	\$13,105.56
Deputy Bonus II - Arson/Explosives	\$147.93	\$4.44	\$152.37	12	180	\$27,426.22
Deputy Bonus II - SEB	\$140.02	\$4.20	\$144.22	2	20	\$2,884.41
Deputy Bonus I	\$109.72	\$3.29	\$113.01	120	1,560	\$176,298.10
Deputy Generalist - (Motor)	\$106.12	\$3.18	\$109.30	7	112	\$12,242.00
Deputy Bonus I - (Motorcycle)	\$115.92	\$3.48	\$119.40	1	16	\$1,910.36
Deputy Generalist	\$100.45	\$3.01	\$103.46	718	9,334	\$965,728.31
Reserve Deputy	\$50.45	\$1.51	\$51.96	60	840	\$43,649.34
Crime Analyst	\$79.66	N/A	\$79.66	2	28	\$2,230.48
Custody Assistant	\$68.93	\$2.07	\$71.00	1	18	\$1,277.96
Electronic Communications Tech	\$87.75	N/A	\$87.75	3	45	\$3,948.75
Asst Auto Equip Coordinator	\$72.90	N/A	\$72.90	1	13	\$947.70
Information Systems Analyst II	\$93.04	N/A	\$93.04	1	16	\$1,442.12
Intermediate Typist-Clerk	\$43.87	N/A	\$43.87	1	18	\$789.66
Law Enforcement Technician	\$58.53	\$1.76	\$60.29	13	208	\$12,539.47
Operations Assistant I	\$56.55	N/A	\$56.55	2	36	\$2,035.80
Operations Assistant II	\$70.25	N/A	\$70.25	3	54	\$3,793.50
Operations Assistant III	\$80.45	N/A	\$80.45	1	19	\$1,528.55
Parking Control Officer	\$53.96	\$1.62	\$55.58	4	48	\$2,667.78
Public Response Dispatcher II	\$68.71	N/A	\$68.71	10	120	\$8,245.20
Supvg Public Resp Dispatcher (SPRD)	\$76.58	N/A	\$76.58	2	28	\$2,144.24
Secretary V	\$61.19	N/A	\$61.19	1	17	\$1,040.23
Senior Criminalist	\$115.03	N/A	\$115.03	2	36	\$4,141.08
Senior Typist-Clerk	\$49.50	N/A	\$49.50	1	16	\$792.00
Sheriff's Station Clerk II	\$53.30	N/A	\$53.30	3	36	\$1,918.80
Assisting Supervising Payroll Clerk	\$64.76	N/A	\$46.71	1	8	\$373.68
Payroll Clerk II	\$56.69	N/A	\$41.90	7	28	\$1,173.20

\$1,526,185.11

Total Personnel

1,092

Estimated Milage Cost

\$7,000.00

Total Hours

14,594

Sub-Total Estimated Cost

\$1,533,185.11

Estimated Support Time

Hours

Sergeant 50 \$6,655.00

LET 150 \$9,042.89

Total Estimated Costs \$1,548,882.99

December 21, 2021

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

Dear Supervisors:

**APPROVE SOLE SOURCE AMENDMENTS TO EXTEND PROPOSITION A
CONTRACTS NUMBER 78467 WITH UNIVERSAL PROTECTION SERVICES, LP
DBA ALLIED UNIVERSAL SECURITY SERVICES AND NUMBER 78469
WITH SECURITAS SECURITY SERVICES, USA, INC. FOR ARMED
AND UNARMED SECURITY GUARD SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking the Board's approval of Sole Source Amendments (Amendments) to Proposition A contracts (Contracts) Number 78467 with Universal Protection Services, LP dba Allied Universal Security Services (Allied) and Number 78469 with Securitas Security Services, USA, Inc. (Securitas), that will extend the term of the Contracts for five months, plus an additional six-month option period. The Amendments will provide uninterrupted armed and unarmed security guard services (Guard Services) for client departments seeking to provide secure facilities for County residents receiving services at the locations, while the Department continues developing a competitive solicitation for a successor contract or contracts. The delivery of Services will continue to be cost-effective during the extension term.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, to execute Amendments, substantially similar to the attached Amendments, to extend the term of the

Contracts for five months, from February 1, 2022, through June 30, 2022, plus an option to extend for up to six additional months, in any increment.

2. Delegate authority to the Sheriff, or his designee, to execute the additional six-month option period in any increment, provided it is in the best interest of the County.
3. Delegate authority to the Sheriff, or his designee, to terminate the Contracts for convenience, either in whole or in part, if necessary, with 30 calendar days advance written notice, once the Department has completed the solicitation process for a replacement contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will enable the Department to continue providing approximately 689 armed and unarmed security guards and security guard supervisors in 180 County facilities distributed within the Central Zone, South Zone, and North Zone. Securitas provides services in the Central and South Zones; and Allied provides services in the North Zone.

The Contracts will expire on January 31, 2022. On August 10, 2021, in accordance with Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into Sole-Source Amendments to extend the Contracts for a period of five months, plus an option for up to six-months in any increment, to prevent disruption of Guard Services while the Department completes its solicitation for a successor contract.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan, Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility and Accountability by enabling the Department to provide Guard Services for client departments and the communities they serve in the North, South, and Central Zones through the use of armed and unarmed security guards and security guard supervisors.

FISCAL IMPACT/FINANCING

The fees paid to Allied and Securitas for Guard Services will be offset by billings to the following client departments: Assessor, Auditor-Controller, Chief Executive Office, Child Support Services, Children and Family Services, District Attorney, Internal Services, Mental Health, Military and Veterans Affairs, Public Health, Probation, Registrar/County Clerk, Library, and Workforce Development Aging & Community Services. The client departments are required to demonstrate that sufficient funds are budgeted for any

service requests by providing a Departmental Service Order prior to delivery of Guard Services.

The cost for providing Guard Services under the Amendments, including the option period, for each Contract during the extension term is estimated to be \$21,038,148 for Securitas and \$19,536,961 for Allied. The hourly rates for the extension and the additional six months option period are provided in attached Exhibit B, Pricing Schedule for reference.

There is no increase to the Maximum Annual Contract Sum and Maximum Contract Sum. The Department has included the cost, offset by revenue, for Guard Services in the Department's current Fiscal Year 2021-22 operating budget. The Department will continue to allocate the necessary funds, offset by revenue, throughout the term of the Contracts.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 5, 2016, the Board approved and authorized the Contracts for Guard Services with Allied and Securitas with an initial term from February 1, 2016, through January 31, 2019, plus three additional one-year extension options with a final expiration date of January 31, 2022.

The Contracts were amended on five additional occasions to reflect the exercise of the option terms, add and/or update new County-mandated provisions, and remove references to Department of Health Services (DHS) and Department of Public Social Services. Additionally, the Contract with Allied (originally AlliedBarton) included a Contractor's name change.

Allied and Securitas will continue to be responsible for providing Security Guard services on an ongoing basis.

Contracts, including the proposed Amendments, continue to meet Proposition A cost effectiveness criteria.

Allied and Securitas are in compliance with all Board and Chief Executive Office requirements, including Jury Service Program, Safely Surrendered Baby Law, and Defaulted Property Tax Reduction Program, and the Living Wage Program (County Code Chapter 2.201) requirements.

County Counsel will approve the Amendments as to form prior to execution.

The Honorable Board of Supervisors
December 21, 2021
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will allow the Department to continue providing uninterrupted Guard Services for client departments, increasing the efficiency and effectiveness of services provided to residents of the County.

CONCLUSION

Upon Board approval, please return two adopted copies of the Board letter to the Department's Contracts Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

TKM:AM:am
(Fiscal Administration Bureau - Contracts Unit)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Rodrigo A. Castro-Silva, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel
Timothy K. Murakami, Undersheriff
Robin A. Limon, Assistant Sheriff
Jorge A. Valdez, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Laura E. Lecrivain, Chief, Countywide Services Division (CWSD)
Ernest E. Chavez, Commander, CWSD
Glen C. Joe, Assistant Division Director, ASD
Rick Cavataio, Director, Fiscal Administration Bureau (FAB)
Britta S. Steinbrenner, Captain, County Services Bureau (CSB)
Dave E. Culver, Assistant Director, FAB, Contracts Unit
Irma Santana, Contracts Manager, Contracts Unit
Vanessa C. Chow, Sergeant, ASD
Kristine D. Corrales, Deputy, ASD
Jovie Hough, County Project Manager, CSB
Abby Valdez, Senior Contract Analyst, Contracts Unit
(Contracts – Allied & Security Guard Services 12-21-21)

**AMENDMENT NUMBER SEVEN
TO
CONTRACT NUMBER 78467
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

This Amendment Number Seven (Amendment) to Contract Number 78467 (Contract) is entered into by and between County of Los Angeles (County) and Universal Protection Services, LP dba Allied Universal Security Services (Contractor) (formerly AlliedBarton Security Services, LP), effective upon execution by both parties.

- A. WHEREAS, on January 5, 2016, County and Contractor entered into the Contract with a commencement date of February 1, 2016, to provide Armed and Unarmed Security Guard Services for the Los Angeles County Sheriff's Department (Department); and
- B. WHEREAS, on February 22, 2017, County and Contractor entered into Amendment Number One to the Contract to (1) memorialize the merger of the parent companies of AlliedBarton Security Services, LP and Universal Services of America, and the corporate name change of the California operating entity from AlliedBarton Security Services, LP to Universal Protection Service, LP dba Allied Universal Security Services; (2) replace Sub-paragraph 4.1 to clarify the Contract commencement date; (3) replace Sub-paragraph 8.1 (Amendments and Change Notices) to correct an administrative process; (4) add the County-mandated provision regarding Compliance with Zero Tolerance Human Trafficking; (5) replace Sub-paragraph 9.1 (Compliance with the County's Living Wage Program) to update the County's Living Wage Ordinance; (6) replace Sub-paragraph 4.1.2 (County Staffing Plan) of Exhibit A (Statement of Work) to correct an administrative process; (7) replace Exhibit B (Pricing Schedule) to reflect costs associated with compliance with the updated County's Living Wage Ordinance, and (8) update the County Living Wage Ordinance exhibits; and
- C. WHEREAS, on January 23, 2019, County and Contractor entered into Amendment Number Two to the Contract to (1) exercise the first-one-year option period and extend the term of the Contract from February 1, 2019 through and including January 31, 2020; (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions, Consideration of Hiring GAIN-GROW Participants, Safely Surrendered Baby Law, and County's Quality Assurance Plan; and (3) add the County-mandated provisions regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer, Compliance with Fair Chance Employment Practices, and Compliance with the County Policy of Equity; and
- D. WHEREAS, on March 12, 2019, County Board of Supervisors approved contract number 78926 between County and Contractor for the provision of unarmed security guard services to the Los Angeles County Department of Health Services (DHS) at County DHS facilities and other County facilities occupied by DHS, for the period of May 1, 2019 through January 31, 2022; and

**AMENDMENT NUMBER SEVEN
TO
CONTRACT NUMBER 78467
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

- E. WHEREAS, on June 4, 2019, County and Contractor entered into Amendment Number Three to (1) remove all references to DHS including DHS locations/addresses, staffing levels/plans, pricing schedules, and Contract language throughout the Contract; (2) update the County-mandated provision regarding Compliance with Fair Chance Employment Practices; (3) update Attachment 1 (Location/address) of Exhibit A (Statement of Work) to remove DHS information; (4) update Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit A (Statement of Work) to remove DHS staffing levels/plans; and (5) update Exhibit B (Pricing Schedule) to correct the costs associated with compliance with the County's Living Wage Ordinance as modified under Amendment Number One; and
- F. WHEREAS, on January 10, 2020, County and Contractor entered into Amendment Number Four to (1) exercise the second one-year option period and extend the term of the Contract from February 1, 2020 through and including January 31, 2021; and (2) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments) of the Contract; and
- G. WHEREAS, on November 18, 2020, County and Contractor entered into Amendment Number Five to (1) exercise the third and final one-year option period and extend the term of the Contract from February 1, 2021 through and including January 31, 2022; (2) add County-mandated provision regarding Prohibition from Participation in Future Solicitation(s); and (3) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments) of the Contract; and
- H. WHEREAS, on June 8, 2021, County Board of Supervisors approved contract number 79156 for Contractor to provide armed and unarmed security guard services directly to the Los Angeles County Department of Public Social Services (DPSS) at DPSS locations and at other facilities as needed, for the period of June 23, 2021 through June 22, 2024; and
- I. WHEREAS, on November 10, 2021, County and Contractor entered into Amendment Number Six to (1) cease all services provided to DPSS under this Contract and remove all references herein to services specific to DPSS, including applicable locations/addresses, staffing levels/plans, and Contract language throughout the Contract and relevant exhibits; (2) update the County-mandated provision regarding Facsimile Representations; (3) update Attachment 1 (Location/address) of Exhibit A (Statement of Work) to remove DPSS information; and (4) update Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit A (Statement of Work) to remove DPSS staffing levels/plans; and
- J. WHEREAS, the Contract currently expires on January 31, 2022; and

**AMENDMENT NUMBER SEVEN
TO
CONTRACT NUMBER 78467
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

- K. WHEREAS, County and Contractor agree to (1) extend the term of the Contract for five months, from February 1, 2022, through and including June 30, 2022, with an option to extend for up to six additional months, in any increment.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, County and Contractor hereby agree to amend the Contract as follows:

1. Paragraph 4.0 (Term of Contract) of the Contract is deleted in its entirety and replaced as follows to extend the term of the Contract for five months, from February 1, 2022, through and including June 30, 2022, with an option to extend for up to an additional six-months, in any increment:

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on February 1, 2016, and terminate on June 30, 2022, with an option to extend for up to six additional months, in any increment, unless sooner terminated or extended, in whole or in part, as provided in the Contract.
- 4.2 The County shall have the sole option to extend the term of this Contract for up to six months, in any increment. Such option period(s) may be exercised at the sole discretion of the Sheriff, as authorized by the County Board of Supervisors.
- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such database may be used for a variety of purposes, including determining whether the County will exercise an extension option.
- 4.4 Contractor shall notify the Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Exhibit E - County's Administration.
2. Exhibit B (Pricing Schedule) of the Contract is deleted in its entirety and replaced with the revised Exhibit B (Pricing Schedule), attached hereto, to add the rates and cost of the extension period and option term.
3. Except as expressly provided in this Amendment Number Seven, all other terms, covenants, and conditions of the Contract shall remain the same and in full force and effect.

**AMENDMENT NUMBER SEVEN
TO
CONTRACT NUMBER 78467
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

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

DRAFT

**AMENDMENT NUMBER SEVEN
TO
CONTRACT NUMBER 78467
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Seven to be executed by their duly authorized representatives on the dates written below.

COUNTY OF LOS ANGELES

By: _____
ALEX VILLANUEVA, SHERIFF

Date: _____

UNIVERSAL PROTECTION SERVICES, LP dba
ALLIED UNIVERSAL SECURITY SERVICES

Signed: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA
County Counsel

By: _____
Michele Jackson
Principal Deputy County Counsel

**AMENDMENT NUMBER SEVEN
TO
CONTRACT NUMBER 78469
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

This Amendment Number Seven (Amendment) to Contract Number 78469 (Contract) is entered into by and between the County of Los Angeles (County) and Securitas Security Services, USA, Inc. (Contractor), effective upon execution by both parties.

- A. WHEREAS, on January 5, 2016, County and Contractor entered into the Contract with a commencement date of February 1, 2016, to provide Armed and Unarmed Security Guard Services for the Los Angeles County Sheriff's Department (Department); and
- B. WHEREAS, on February 13, 2017, County and Contractor entered into Amendment Number One to the Contract to (1) to replace Sub-paragraph 4.1 to clarify the Contract commencement date, (2) replace Sub-paragraph 8.1 (Amendments and Change Notices) to correct an administrative process, (3) add the County-mandated provision regarding Compliance with Zero Tolerance Human Trafficking, (4) replace Sub-paragraph 9.1 (Compliance with the County's Living Wage Program) to update the County's Living Wage Ordinance, (5) replace Sub-paragraph 4.1.2 (County Staffing Plan) of Exhibit A (Statement of Work) to correct an administrative process, (6) replace Exhibit B (Pricing Schedule) to reflect costs associated with the updated County's Living Wage Ordinance, and (7) update the County's Living Wage Ordinance exhibits; and
- C. WHEREAS, on January 8, 2019, County and Contractor entered into Amendment Number Two to the Contract to (1) exercise the first-one-year option period and extend the term of the Contract from February 1, 2019 through and including January 31, 2020; (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions, Consideration of Hiring GAIN-GROW Participants, Safely Surrendered Baby Law, and County's Quality Assurance Plan; and (3) add the County-mandated provisions regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer, Compliance with Fair Chance Employment Practices, and Compliance with the County Policy of Equity; and
- D. WHEREAS, on March 12, 2019, County Board of Supervisors approved contract number 78925 between County and Contractor for the provision of unarmed security guard services to the Los Angeles County Department of Health Services (DHS) at County DHS facilities and other County facilities occupied by DHS, for the period of May 1, 2019 through January 31, 2022; and
- E. WHEREAS, on June 4, 2019, County and Contractor entered into Amendment Number Three to (1) remove all references to DHS including DHS locations/addresses, staffing levels/plans, pricing schedules, and contract language throughout the Contract; (2) update the County-mandated provision regarding Compliance with Fair Chance Employment Practices; (3) update Attachment 1 (Location/address) of Exhibit A (Statement of Work) to remove DHS information;

**AMENDMENT NUMBER SEVEN
TO
CONTRACT NUMBER 78469
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

(4) update Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit A (Statement of Work) to remove DHS staffing levels/plans; and (5) update Exhibit B (Pricing Schedule) to correct the costs associated with compliance with the County's Living Wage Ordinance as modified under Amendment Number One; and

- F. WHEREAS, on January 10, 2020, County and Contractor entered into Amendment Number Four to (1) exercise the second one-year option period and extend the term of the Contract from February 1, 2020 through and including January 31, 2021; and (2) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments) of the Contract; and
- G. WHEREAS, on November 18, 2020, County and Contractor entered into Amendment Number Five to (1) exercise the third and final one-year option period and extend the term of the Contract from February 1, 2021 through and including January 31, 2022; (2) add County-mandated provision regarding Prohibition from Participation in Future Solicitation(s); and (3) update the County Living Wage Ordinance Exhibit K (Living Wage Rate Annual Adjustments) of the Contract; and
- H. WHEREAS, on June 8, 2021, County Board of Supervisors approved contract number 79156 for Contractor to provide armed and unarmed security guard services directly to the Los Angeles County Department of Public Social Services (DPSS) at DPSS locations and at other facilities as needed, for the period of June 23, 2021 through June 22, 2024; and
- I. WHEREAS, on November 10, 2021, County and Contractor entered into Amendment Number Six to (1) cease all services provided to DPSS under this Contract and remove all references herein to services specific to DPSS, including applicable locations/addresses, staffing levels/plans, and Contract language throughout the Contract and relevant exhibits; (2) update the County-mandated provision regarding Facsimile Representations; (3) update Attachment 1 (Location/address) of Exhibit A (Statement of Work) to remove DPSS information; and (4) update Attachment 2 (Minimum Staffing Plan by SPA) of Exhibit A (Statement of Work) to remove DPSS staffing levels/plans; and
- J. WHEREAS, the Contract currently expires on January 31, 2022; and
- K. WHEREAS, County and Contractor agree to (1) extend the term of the Contract for five months, from February 1, 2022, through and including June 30, 2022, with an option to extend for up to six additional months, in any increment.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, County and Contractor hereby agree to amend the Contract as follows:

**AMENDMENT NUMBER SEVEN
TO
CONTRACT NUMBER 78469
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

1. Paragraph 4.0 (Term of Contract) of the Contract is deleted in its entirety and replaced as follows to extend the term of the Contract for five months, from February 1, 2022, through and including June 30, 2022, with an option to extend for up to an additional six-months, in any increment:

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on February 1, 2016, and terminate on June 30, 2022, with an option to extend for up to six additional months, in any increment, unless sooner terminated or extended, in whole or in part, as provided in the Contract.
 - 4.2 The County shall have the sole option to extend the term of this Contract for up to six months, in any increment. Such option period(s) may be exercised at the sole discretion of the Sheriff, as authorized by the County Board of Supervisors.
 - 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such database may be used for a variety of purposes, including determining whether the County will exercise an extension option.
 - 4.4 Contractor shall notify the Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Exhibit E - County's Administration.
2. Exhibit B (Pricing Schedule) of the Contract is deleted in its entirety and replaced with the revised Exhibit B (Pricing Schedule), attached hereto, to add the rates and cost of the extension period and option term.
3. Except as expressly provided in this Amendment Number Seven, all other terms, covenants, and conditions of the Contract shall remain the same and in full force and effect.
4. Contractor represents and warrants that the person executing this Amendment Number Seven for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

**AMENDMENT NUMBER SEVEN
TO
CONTRACT NUMBER 78469
FOR ARMED AND UNARMED SECURITY GUARD SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Seven to be executed by their duly authorized representatives on the dates written below.

COUNTY OF LOS ANGELES

By: _____
ALEX VILLANUEVA, SHERIFF

Date: _____

SECURITAS SECURITY SERVICES, USA, INC.

Signed: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA
County Counsel

By: _____
Michele Jackson
Principal Deputy County Counsel

**EXHIBIT B - PRICING SCHEDULE
ARMED AND UNARMED SECURITY GUARD SERVICES
CENTRAL ZONE - SPAS THREE AND FIVE**

CENTRAL ZONE - SPA FIVE - WEST																																		
GUARD	HOURS REQUIRED		1ST YEAR TOTAL		2ND YEAR TOTAL		3RD YEAR TOTAL		1ST EXTENSION OPTION YEAR		2ND EXTENSION OPTION YEAR		3RD EXTENSION OPTION YEAR		FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		SIX-MONTH EXTENSION OPTION (7/1/22-12/31/22)		SPA THREE															
ITEM	MONTHLY	ANNUAL	RATE	1ST ANNUAL	RATE	2ND ANNUAL	RATE	3RD ANNUAL	RATE	1ST EXTENSION	RATE	2ND EXTENSION	RATE	3RD EXTENSION	RATE	5 MONTH EXT.OPTION	RATE	6 MONTH EXT.OPTION	CONTRACT TOTAL															
UNARMED	2,207	26,484	\$ 22.79	\$ 603,570.36	\$ 30.01	\$ 794,784.84	\$ 31.32	\$ 829,478.88	\$ 32.72	\$ 866,556.48	\$ 34.70	\$ 918,994.80	\$ 36.82	\$ 975,140.88	\$ 38.11	\$ 259,148.00	\$ 38.29	\$ 312,446.40	\$ 4,988,526.24															
Effective 2/1 - 6/30/22	1,360	6,800																																\$ 259,148.00
Effective 7/1 - 12/31/22	1,360	8,160																																\$ 312,446.40
					\$ -		\$ -		\$ -		\$ -		\$ -																					
ARMED	5,888	70,656	\$ 24.31	\$ 1,717,647.36	\$ 31.81	\$ 2,247,567.36	\$ 33.12	\$ 2,340,126.72	\$ 34.51	\$ 2,438,338.56	\$ 36.60	\$ 2,586,009.60	\$ 38.83	\$ 2,743,572.48	\$ 40.19	\$ 736,280.80	\$ 40.38	\$ 887,713.92	\$ 14,073,262.08															
Effective 2/1 - 6/30/22	3,664	18,320																																\$ 736,280.80
Effective 7/1 - 12/31/22	3,664	21,984																																\$ 887,713.92
					\$ -		\$ -		\$ -		\$ -		\$ -																					
SUPERVISOR	869	10,428	\$ 25.49	\$ 265,809.72	\$ 33.07	\$ 344,853.96	\$ 34.40	\$ 358,723.20	\$ 35.78	\$ 373,113.84	\$ 37.95	\$ 395,742.60	\$ 40.27	\$ 419,935.56	\$ 41.69	\$ 124,444.65	\$ 41.88	\$ 150,014.16	\$ 2,158,178.88															
Effective 2/1 - 6/30/22	597	2,985																																\$ 124,444.65
Effective 7/1 - 12/31/22	597	3,582																																\$ 150,014.16
POST COMMANDER	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -															
N/A	N/A	N/A																																
TOTAL	20,206	169,399		\$ 2,587,027.44		\$ 3,387,206.16		\$ 3,528,328.80		\$ 3,678,008.88		\$ 3,900,747.00		\$ 4,138,648.92		\$ 1,119,873.45		\$ 1,350,174.48	\$ 23,690,015.13															
																		\$ 2,470,047.93																

EXHIBIT B - PRICING SCHEDULE
ARMED AND UNARMED SECURITY GUARD SERVICES
CENTRAL ZONE - SPAS THREE AND FIVE

OVERTIME/SPECIAL RATES (FILLS AUTOMATICALLY)										CENTRAL ZONE - SPAS THREE AND FIVE									
GUARD	HOURS REQUIRED		1ST YEAR TOTAL		2ND YEAR TOTAL		3RD YEAR TOTAL		1ST EXTENSION OPTION YEAR		2ND EXTENSION OPTION YEAR		3RD EXTENSION OPTION YEAR		FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		SIX-MONTH EXTENSION OPTION (7/1/22-12/31/22)		CENTRAL ZONE
ITEM	MONTHLY	ANNUAL	RATE	1ST ANNUAL	RATE	2ND ANNUAL	RATE	3RD ANNUAL	RATE	1ST EXTENSION	RATE	2ND EXTENSION	RATE	3RD EXTENSION	RATE	5 MONTH EXT.OPTION	RATE	6 MONTH EXT.OPTION	CONTRACT TOTAL
UNARMED			\$ 34.19	\$ -	\$ 45.02	\$ -	\$ 46.98	\$ -	\$ 49.08	\$ -	\$ 52.05	\$ -	\$ 55.23	\$ -	\$ 57.17		\$ 57.44		\$ -
ARMED			\$ 36.47	\$ -	\$ 47.72	\$ -	\$ 49.68	\$ -	\$ 51.77	\$ -	\$ 54.90	\$ -	\$ 58.25	\$ -	\$ 60.29		\$ 60.57		\$ -
SUPERVISOR			\$ 38.24	\$ -	\$ 49.61	\$ -	\$ 51.60	\$ -	\$ 53.67	\$ -	\$ 56.93	\$ -	\$ 60.41	\$ -	\$ 62.54		\$ 62.82		\$ -
POST COMMANDER N/A			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -

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

SOUTH ZONE - SPA SIX - SOUTH																			
GUARD	HOURS REQUIRED		1ST YEAR TOTAL		2ND YEAR TOTAL		3RD YEAR TOTAL		1ST EXTENSION OPTION YEAR		2ND EXTENSION OPTION YEAR		3RD EXTENSION OPTION YEAR		FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		SIX-MONTH EXTENSION OPTION (7/1/22-12/31/22)		SOUTH ZONE
ITEM	MONTHLY	ANNUAL	RATE	1ST ANNUAL	RATE	2ND ANNUAL	RATE	3RD ANNUAL	RATE	1ST EXTENSION	RATE	2ND EXTENSION	RATE	3RD EXTENSION	RATE	5 MONTH EXT.OPTION	RATE	6 MONTH EXT.OPTION	CONTRACT TOTAL
UNARMED	9,075	108,900	\$ 21.93	\$ 2,388,177.00	\$ 29.36	\$ 3,197,304.00	\$ 30.67	\$ 3,339,963.00	\$ 32.06	\$ 3,491,334.00	\$ 34.00	\$ 3,702,600.00	\$ 36.08	\$ 3,929,112.00					\$ 20,048,490.00
Effective 2/1 - 6/30/22	704	3,520													\$ 38.11	\$ 134,147.20			\$ 134,147.20
Effective 7/1 - 12/31/22	704	4,224															\$ 38.29	\$ 161,736.96	\$ 161,736.96
ARMED	13,594	163,128	\$ 23.17	\$ 3,779,675.76	\$ 31.15	\$ 5,081,437.20	\$ 32.46	\$ 5,295,134.88	\$ 33.86	\$ 5,523,514.08	\$ 35.92	\$ 5,859,557.76	\$ 38.11	\$ 6,216,808.08					\$ 31,756,127.76
Effective 2/1 - 6/30/22	7,904	39,520													\$ 40.19	\$ 1,588,308.80			\$ 1,588,308.80
Effective 7/1 - 12/31/22	7,904	47,424															\$ 40.38	\$ 1,914,981.12	\$ 1,914,981.12
SUPERVISOR	3,198	38,376	\$ 24.83	\$ 952,876.08	\$ 32.43	\$ 1,244,533.68	\$ 33.75	\$ 1,295,190.00	\$ 35.12	\$ 1,347,765.12	\$ 37.25	\$ 1,429,506.00	\$ 39.52	\$ 1,516,619.52					\$ 7,786,490.40
Effective 2/1 - 6/30/22	989	4,945													\$ 41.69	\$ 206,157.05			\$ 206,157.05
Effective 7/1 - 12/31/22	989	5,934															\$ 41.88	\$ 248,515.92	\$ 248,515.92
POST COMMANDER N/A	174 N/A	2,088 N/A	\$ 31.45	\$ 65,667.60	\$ 38.29	\$ 79,949.52	\$ 39.33	\$ 82,121.04	\$ 40.49	\$ 84,543.12	\$ 42.95	\$ 89,679.60	\$ 45.57	\$ 95,150.16	N/A		N/A		\$ 497,111.04

SOUTH ZONE - SPA SEVEN - EAST																			
GUARD	HOURS REQUIRED		1ST YEAR TOTAL		2ND YEAR TOTAL		3RD YEAR TOTAL		1ST EXTENSION OPTION YEAR		2ND EXTENSION OPTION YEAR		3RD EXTENSION OPTION YEAR		FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		SIX-MONTH EXTENSION OPTION (7/1/22-12/31/22)		SOUTH ZONE
ITEM	MONTHLY	ANNUAL	RATE	1ST ANNUAL	RATE	2ND ANNUAL	RATE	3RD ANNUAL	RATE	1ST EXTENSION	RATE	2ND EXTENSION	RATE	3RD EXTENSION	RATE	5 MONTH EXT.OPTION	RATE	6 MONTH EXT.OPTION	CONTRACT TOTAL
UNARMED	7,189	86,268	\$ 21.93	\$ 1,891,857.24	\$ 29.36	\$ 2,532,828.48	\$ 30.67	\$ 2,645,839.56	\$ 32.06	\$ 2,765,752.08	\$ 34.00	\$ 2,933,112.00	\$ 36.08	\$ 3,112,549.44					\$ 15,881,938.80
Effective 2/1 - 6/30/22	2,784	13,920													\$ 38.11	\$ 530,491.20			\$ 530,491.20
Effective 7/1 - 12/31/22	2,784	16,704	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -				\$ 38.29	\$ 639,596.16	\$ 639,596.16
ARMED	14,702	176,424	\$ 23.17	\$ 4,087,744.08	\$ 31.15	\$ 5,495,607.60	\$ 32.46	\$ 5,726,723.04	\$ 33.86	\$ 5,973,716.64	\$ 35.92	\$ 6,337,150.08	\$ 38.11	\$ 6,723,518.64					\$ 34,344,460.08
Effective 2/1 - 6/30/22	11,520	57,600													\$ 40.19	\$ 2,314,944.00			\$ 2,314,944.00
Effective 7/1 - 12/31/22	11,520	69,120															\$ 40.38	\$ 2,791,065.60	\$ 2,791,065.60
			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -						
SUPERVISOR	2,677	32,124	\$ 24.83	\$ 797,638.92	\$ 32.43	\$ 1,041,781.32	\$ 33.75	\$ 1,084,185.00	\$ 35.12	\$ 1,128,194.88	\$ 37.25	\$ 1,196,619.00	\$ 39.52	\$ 1,269,540.48					\$ 6,517,959.60
Effective 2/1 - 6/30/22	1,766	8,830													\$ 41.69	\$ 368,122.70			\$ 368,122.70
Effective 7/1 - 12/31/22	1,766	10,596															\$ 41.88	\$ 443,760.48	\$ 443,760.48
			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -						
POST COMMANDER	174	2,086	\$ 31.45	\$ 65,595.89	\$ 38.29	\$ 79,862.22	\$ 39.33	\$ 82,031.37	\$ 40.49	\$ 84,450.80	\$ 42.95	\$ 89,581.67	\$ 45.57	\$ 95,046.26					\$ 496,568.22
N/A	N/A	N/A																	

[Amended and Restated Under Amendment Number 7]

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

SOUTH ZONE - SPA EIGHT - SOUTHBAY																			
GUARD ITEM	HOURS REQUIRED		1ST YEAR TOTAL		2ND YEAR TOTAL		3RD YEAR TOTAL		1ST EXTENSION OPTION YEAR		2ND EXTENSION OPTION YEAR		3RD EXTENSION OPTION YEAR		FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		SIX-MONTH EXTENSION OPTION (7/1/22-12/31/22)		SOUTH ZONE CONTRACT TOTAL
	MONTHLY	ANNUAL	RATE	1ST ANNUAL	RATE	2ND ANNUAL	RATE	3RD ANNUAL	RATE	1ST EXTENSION	RATE	2ND EXTENSION	RATE	3RD EXTENSION	RATE	5 MONTH EXT.OPTION	RATE	6 MONTH EXT.OPTION	
UNARMED	15,061	180,732	\$ 21.93	\$ 3,963,452.76	\$ 29.36	\$ 5,306,291.52	\$ 30.67	\$ 5,543,050.44	\$ 32.06	\$ 5,794,267.92	\$ 34.00	\$ 6,144,888.00	\$ 36.08	\$ 6,520,810.56					\$ 33,272,761.20
Effective 2/1 - 6/30/22	2,432	12,160													\$ 38.11	\$ 463,417.60			\$ 463,417.60
Effective 7/1 - 12/31/22	2,432	14,592															\$ 38.29	\$ 558,727.68	\$ 558,727.68
ARMED	7,855	94,260	\$ 23.17	\$ 2,184,004.20	\$ 31.15	\$ 2,936,199.00	\$ 32.46	\$ 3,059,679.60	\$ 33.86	\$ 3,191,643.60	\$ 35.92	\$ 3,385,819.20	\$ 38.11	\$ 3,592,248.60					\$ 18,349,594.20
Effective 2/1 - 6/30/22	6,352	31,760			\$ -		\$ -		\$ -		\$ -		\$ -		\$ 40.19	\$ 1,276,434.40			\$ 1,276,434.40
Effective 7/1 - 12/31/22	6,352	38,112															\$ 40.38	\$ 1,538,962.56	\$ 1,538,962.56
SUPERVISOR	2,329	27,948	\$ 24.83	\$ 693,948.84	\$ 32.43	\$ 906,353.64	\$ 33.75	\$ 943,245.00	\$ 35.12	\$ 981,533.76	\$ 37.25	\$ 1,041,063.00	\$ 39.52	\$ 1,104,504.96					\$ 5,670,649.20
Effective 2/1 - 6/30/22	1,089	5,445													\$ 41.69	\$ 227,002.05			\$ 227,002.05
Effective 7/1 - 12/31/22	1,089	6,534															\$ 41.88	\$ 273,643.92	\$ 273,643.92
POST COMMANDER	174	2,086	\$ 31.45	\$ 65,604.70	\$ 38.29	\$ 79,872.94	\$ 39.33	\$ 82,042.38	\$ 40.49	\$ 84,462.14	\$ 42.95	\$ 89,593.70	\$ 45.57						\$ 401,575.86
N/A																			
*ONSITE PROGRAM SUPERVISOR	174	2,088																	
TOTAL	45,339	415,717		\$ 6,907,010.50		\$ 9,228,717.10		\$ 9,628,017.42		\$ 10,051,907.42		\$ 10,661,363.90		\$ 11,217,564.12		\$ 1,966,854.05		\$ 2,371,334.16	\$ 62,032,768.67
*Overhead (OH): Required position, not billed to County																		\$ 4,338,188.21	

SOUTH ZONE - SPAS SIX, SEVEN, AND EIGHT																			
ALL INCLUSIVE FIXED RATES																			
GUARD ITEM	HOURS REQUIRED		1ST YEAR TOTAL		2ND YEAR TOTAL		3RD YEAR TOTAL		1ST EXTENSION OPTION YEAR		2ND EXTENSION OPTION YEAR		3RD EXTENSION OPTION YEAR		FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		SIX-MONTH EXTENSION OPTION (7/1/22-12/31/22)		SOUTH ZONE CONTRACT TOTAL
	MONTHLY	ANNUAL	RATE	1ST ANNUAL	RATE	2ND ANNUAL	RATE	3RD ANNUAL	RATE	1ST EXTENSION	RATE	2ND EXTENSION	RATE	3RD EXTENSION	RATE	5 MONTH EXT.OPTION	RATE	6 MONTH EXT.OPTION	
UNARMED	31,325	375,900	\$ 21.93	\$ 8,243,487.00	\$ 29.36	\$ 11,036,424.00	\$ 30.67	\$ 11,528,853.00	\$ 32.06	\$ 12,051,354.00	\$ 34.00	\$ 12,780,600.00	\$ 36.08	\$ 13,562,472.00					\$ 69,203,190.00
Effective 2/1 - 6/30/22	5,920	29,600													\$ 38.11	\$ 1,128,056.00			\$ 1,128,056.00
Effective 7/1 - 12/31/22	5,920	35,520															\$ 38.29	\$ 1,360,060.80	\$ 1,360,060.80
ARMED	36,151	433,812	\$ 23.17	\$ 10,051,424.04	\$ 31.15	\$ 13,513,243.80	\$ 32.46	\$ 14,081,537.52	\$ 33.86	\$ 14,688,874.32	\$ 35.92	\$ 15,582,527.04	\$ 38.11	\$ 16,532,575.32					\$ 84,450,182.04
Effective 2/1 - 6/30/22	25,776	128,880													\$ 40.19	\$ 5,179,687.20			\$ 5,179,687.20
Effective 7/1 - 12/31/22	25,776	154,656															\$ 40.38	\$ 6,245,009.28	\$ 6,245,009.28
SUPERVISOR	8,204	98,448	\$ 24.83	\$ 2,444,463.84	\$ 32.43	\$ 3,192,668.64	\$ 33.75	\$ 3,322,620.00	\$ 35.12	\$ 3,457,493.76	\$ 37.25	\$ 3,667,188.00	\$ 39.52	\$ 3,890,664.96					\$ 19,975,099.20
Effective 2/1 - 6/30/22	3,844	19,220													\$ 41.69	\$ 801,281.80			\$ 801,281.80
Effective 7/1 - 12/31/22	3,844	23,064															\$ 41.88	\$ 965,920.32	\$ 965,920.32
POST COMMANDER	521	6,252	\$ 31.45	\$ 196,625.40	\$ 38.29	\$ 239,389.08	\$ 39.33	\$ 245,891.16	\$ 40.49	\$ 253,143.48	\$ 42.95	\$ 268,523.40	\$ 45.57	\$ 284,903.64					\$ 1,488,476.16
N/A																			
	730	8,760																	
	174	2,088																	
	174	2,088																	
TOTAL	148,359	1,318,288		\$ 20,936,000.28		\$ 27,981,725.52		\$ 29,178,901.68		\$ 30,450,865.56		\$ 32,298,838.44		\$ 34,270,615.92		\$ 7,109,025.00		\$ 8,570,990.40	\$ 190,796,962.80
TOTAL HOURS MINUS OVERHEAD	147,281	914,412	Max Annual Contract Sum	\$ 23,029,600.31		\$ 30,779,898.07		\$ 32,096,791.85		\$ 33,495,952.12		\$ 35,528,722.28		\$ 37,697,677.51				\$ 15,680,015.40	\$ 192,628,642.14

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

OVERTIME/SPECIAL RATES (FILLS AUTOMATICALLY)																			SOUTH ZONE - SPAS SIX, SEVEN, AND EIGHT									
GUARD ITEM	HOURS REQUIRED		1ST YEAR TOTAL		2ND YEAR TOTAL		3RD YEAR TOTAL		1ST EXTENSION OPTION YEAR		2ND EXTENSION OPTION YEAR		3RD EXTENSION OPTION YEAR		FIVE-MONTH EXTENSION (2/1/22 - 6/30/22)		SIX-MONTH EXTENSION OPTION (7/1/22-12/31/22)		SOUTH ZONE CONTRACT TOTAL									
	MONTHLY	ANNUAL	RATE	1ST ANNUAL	RATE	2ND ANNUAL	RATE	3RD ANNUAL	RATE	1ST EXTENSION	RATE	2ND EXTENSION	RATE	3RD EXTENSION	RATE	5 MONTH EXT.OPTION	RATE	6 MONTH EXT.OPTION										
UNARMED			\$ 32.90		\$ 44.04		\$ 46.01		\$ 48.09		\$ 51.00		\$ 54.12		\$ 57.17		\$ 57.44											
ARMED			\$ 34.76		\$ 46.73		\$ 48.69		\$ 50.79		\$ 53.88		\$ 57.17		\$ 60.29		\$ 60.57											
SUPERVISOR			\$ 37.25		\$ 48.65		\$ 50.63		\$ 52.68		\$ 55.88		\$ 59.28		\$ 62.54		\$ 62.82											
POST COMMANDER N/A			\$ 47.18		\$ 57.44		\$ 59.00		\$ 60.74		\$ 64.43		\$ 68.36															

*Overhead (OH): Required position, not billed to County

EXHIBIT B - PRICING SCHEDULE
ARMED AND UNARMED SECURITY GUARD SERVICES
NORTH ZONE - SPAS ONE, TWO, AND FOUR

NORTH ZONE - SPA ONE - ANTELOPE VALLEY																			
GUARD ITEM	HOURS REQUIRED		1ST YEAR TOTAL		2ND YEAR TOTAL		3RD YEAR TOTAL		1ST EXTENSION OPTION YEAR		2ND EXTENSION OPTION YEAR		3RD EXTENSION OPTION YEAR		FIVE-MONTH EXTENSION (2/1/22-6/30/22)		SIX-MONTH EXTENSION OPTION (7/1/22-12/31/22)		NORTH ZONE
	MONTHLY	ANNUAL	RATE	1ST ANNUAL	RATE	2ND ANNUAL	RATE	3RD ANNUAL	RATE	1ST EXTENSION	RATE	2ND EXTENSION	RATE	3RD EXTENSION	RATE	5 MONTH EXT.OPTION	RATE	6 MONTH EXT.OPTION	CONTRACT TOTAL
UNARMED	5,366	64,392	\$ 20.90	\$ 1,345,792.80	\$ 25.01	\$ 1,610,443.92	\$ 26.35	\$ 1,696,729.20	\$ 27.76	\$ 1,787,521.92	\$ 28.52	\$ 1,836,459.84	\$ 29.30	\$ 1,886,685.60					\$ 10,163,633.28
Effective 2/1 - 6/30/22	2,320	11,600													\$ 30.46	\$ 353,336.00			\$ 353,336.00
Effective 7/1 - 12/31/22	2,320	13,920															\$ 30.46	\$ 424,003.20	\$ 424,003.20
ARMED	12,245	146,940	\$ 24.06	\$ 3,535,376.40	\$ 27.03	\$ 3,971,788.20	\$ 28.36	\$ 4,167,218.40	\$ 29.77	\$ 4,374,403.80	\$ 30.59	\$ 4,494,894.60	\$ 31.43	\$ 4,618,324.20					\$ 25,162,005.60
Effective 2/1 - 6/30/22	10,944	54,720													\$ 34.97	\$ 1,913,558.40			\$ 1,913,558.40
Effective 7/1 - 12/31/22	10,944	65,664															\$ 34.97	\$ 2,296,270.08	\$ 2,296,270.08
SUPERVISOR	1,391	16,692	\$ 26.05	\$ 434,826.60	\$ 29.48	\$ 492,080.16	\$ 30.81	\$ 514,280.52	\$ 32.21	\$ 537,649.32	\$ 33.10	\$ 552,505.20	\$ 34.01	\$ 567,694.92					\$ 3,099,036.72
Effective 2/1 - 6/30/22	1,936	9,680													\$ 36.67	\$ 354,965.60			\$ 354,965.60
Effective 7/1 - 12/31/22	1,936	11,616															\$ 36.67	\$ 425,958.72	\$ 425,958.72
POST COMMANDER	0	0																	\$ -
N/A	N/A	N/A																	
TOTAL	49,402	395,224		\$ 5,315,995.80		\$ 6,074,312.28		\$ 6,378,228.12		\$ 6,699,575.04		\$ 6,883,859.64		\$ 7,072,704.72		\$ 2,621,860.00		\$ 3,146,232.00	\$ 44,192,767.60
																		\$ 5,768,092.00	

NORTH ZONE - SPA TWO - SAN FERNANDO VALLEY																			
GUARD ITEM	HOURS REQUIRED		1ST YEAR TOTAL		2ND YEAR TOTAL		3RD YEAR TOTAL		1ST EXTENSION OPTION YEAR		2ND EXTENSION OPTION YEAR		3RD EXTENSION OPTION YEAR		FIVE-MONTH EXTENSION (2/1/22-6/30/22)		SIX-MONTH EXTENSION OPTION (7/1/22-12/31/22)		NORTH ZONE
	MONTHLY	ANNUAL	RATE	1ST ANNUAL	RATE	2ND ANNUAL	RATE	3RD ANNUAL	RATE	1ST EXTENSION	RATE	2ND EXTENSION	RATE	3RD EXTENSION	RATE	5 MONTH EXT.OPTION	RATE	6 MONTH EXT.OPTION	CONTRACT TOTAL
UNARMED	13,620	163,440	\$ 20.90	\$ 3,415,896.00	\$ 25.01	\$ 4,087,634.40	\$ 26.35	\$ 4,306,644.00	\$ 27.76	\$ 4,537,094.40	\$ 28.52	\$ 4,661,308.80	\$ 29.30	\$ 4,788,792.00					\$ 25,797,369.60
Effective 2/1 - 6/30/22	4,304	21,520													\$ 30.46	\$ 655,499.20			\$ 655,499.20
Effective 7/1 - 12/31/22	4,304	25,824															\$ 30.46	\$ 786,599.04	\$ 786,599.04
ARMED	13,268	159,216	\$ 24.06	\$ 3,830,736.96	\$ 27.03	\$ 4,303,608.48	\$ 28.36	\$ 4,515,365.76	\$ 29.77	\$ 4,739,860.32	\$ 30.59	\$ 4,870,417.44	\$ 31.43	\$ 5,004,158.88					\$ 27,264,147.84
Effective 2/1 - 6/30/22	10,368	51,840													\$ 34.97	\$ 1,812,844.80			\$ 1,812,844.80
Effective 7/1 - 12/31/22	10,368	62,208															\$ 34.97	\$ 2,175,413.76	\$ 2,175,413.76
SUPERVISOR	2,468	29,616	\$ 26.05	\$ 771,496.80	\$ 29.48	\$ 873,079.68	\$ 30.81	\$ 912,468.96	\$ 32.21	\$ 953,931.36	\$ 33.10	\$ 980,289.60	\$ 34.01	\$ 1,007,240.16					\$ 5,498,506.56
Effective 2/1 - 6/30/22	2,793	13,965													\$ 36.67	\$ 512,096.55			\$ 512,096.55
Effective 7/1 - 12/31/22	2,793	16,758															\$ 36.67	\$ 614,515.86	\$ 614,515.86
POST COMMANDER	0	0			\$ 37.42	\$ -	\$ 38.73	\$ -	\$ 40.11	\$ -	\$ 41.21	\$ -	\$ 42.34	\$ -					
N/A	N/A	N/A																	
TOTAL	64,286	544,387		\$ 8,018,129.76		\$ 9,264,322.56		\$ 9,734,478.72		\$ 10,230,886.08		\$ 10,512,015.84		\$ 10,800,191.04		\$ 2,980,440.55		\$ 3,576,528.66	\$ 65,116,993.21
																		\$ 6,556,969.21	

EXHIBIT B - PRICING SCHEDULE
ARMED AND UNARMED SECURITY GUARD SERVICES
NORTH ZONE - SPAS ONE, TWO, AND FOUR

NORTH ZONE - SPA FOUR - METRO																			
GUARD ITEM	HOURS REQUIRED		1ST YEAR TOTAL		2ND YEAR TOTAL		3RD YEAR TOTAL		1ST EXTENSION OPTION YEAR		2ND EXTENSION OPTION YEAR		3RD EXTENSION OPTION YEAR		FIVE-MONTH EXTENSION (2/1/22-6/30/22)		SIX-MONTH EXTENSION OPTION (7/1/22-12/31/22)		NORTH ZONE CONTRACT TOTAL
	MONTHLY	ANNUAL	RATE	1ST ANNUAL	RATE	2ND ANNUAL	RATE	3RD ANNUAL	RATE	1ST EXTENSION	RATE	2ND EXTENSION	RATE	3RD EXTENSION	RATE	5 MONTH EXT.OPTION	RATE	6 MONTH EXT.OPTION	
UNARMED	29,993	359,916	\$ 20.90	\$ 7,522,244.40	\$ 25.01	\$ 9,001,499.16	\$ 26.35	\$ 9,483,786.60	\$ 27.76	\$ 9,991,268.16	\$ 28.52	\$ 10,264,804.32	\$ 29.30	\$ 10,545,538.80					\$ 56,809,141.44
Effective 2/1 - 6/30/22	4,624	23,120													\$ 30.46	\$ 704,235.20			\$ 704,235.20
Effective 7/1 - 12/31/22	4,624	27,744															\$ 30.46	\$ 845,082.24	\$ 845,082.24
ARMED	15,879	190,548	\$ 24.06	\$ 4,584,584.88	\$ 27.03	\$ 5,150,512.44	\$ 28.36	\$ 5,403,941.28	\$ 29.77	\$ 5,672,613.96	\$ 30.59	\$ 5,828,863.32	\$ 31.43	\$ 5,988,923.64					\$ 32,629,439.52
Effective 2/1 - 6/30/22	12,356	61,780													\$ 34.97	\$ 2,160,446.60			\$ 2,160,446.60
Effective 7/1 - 12/31/22	12,356	74,136															\$ 34.97	\$ 2,592,535.92	\$ 2,592,535.92
SUPERVISOR	5,165	61,980	\$ 26.05	\$ 1,614,579.00	\$ 29.48	\$ 1,827,170.40	\$ 30.81	\$ 1,909,603.80	\$ 32.21	\$ 1,996,375.80	\$ 33.10	\$ 2,051,538.00	\$ 34.01	\$ 2,107,939.80					\$ 11,507,206.80
Effective 2/1 - 6/30/22	2,255	11,275													\$ 36.67	\$ 413,454.25			\$ 413,454.25
Effective 7/1 - 12/31/22	2,255	13,530															\$ 36.67	\$ 496,145.10	\$ 496,145.10
POST COMMANDER N/A	174 N/A	2,088 N/A	\$ 33.99	\$ 70,971.12	\$ 37.42	\$ 78,132.96	\$ 38.73	\$ 80,868.24	\$ 40.11	\$ 83,749.68	\$ 41.21	\$ 86,046.48	\$ 42.34	\$ 88,405.92					\$ 488,174.40
TOTAL	89,681	826,117		\$ 13,792,379.40		\$ 16,057,314.96		\$ 16,878,199.92		\$ 17,744,007.60		\$ 18,231,252.12		\$ 18,730,808.16		\$ 3,278,136.05		\$ 3,933,763.26	\$ 108,645,861.47
																		\$ 7,211,899.31	

NORTH ZONE - SPAS ONE, TWO, AND FOUR																			
ALL INCLUSIVE FIXED RATES																			
GUARD ITEM	HOURS REQUIRED		1ST YEAR TOTAL		2ND YEAR TOTAL		3RD YEAR TOTAL		1ST EXTENSION OPTION YEAR		2ND EXTENSION OPTION YEAR		3RD EXTENSION OPTION YEAR		FIVE-MONTH EXTENSION (2/1/22-6/30/22)		SIX-MONTH EXTENSION OPTION (7/1/22-12/31/22)		NORTH ZONE CONTRACT TOTAL
	MONTHLY	ANNUAL	RATE	1ST ANNUAL	RATE	2ND ANNUAL	RATE	3RD ANNUAL	RATE	1ST EXTENSION	RATE	2ND EXTENSION	RATE	3RD EXTENSION	RATE	5 MONTH EXT.OPTION	RATE	6 MONTH EXT.OPTION	
UNARMED	48,979	587,748	\$ 20.90	\$ 12,283,933.20	\$ 25.01	\$ 14,699,577.48	\$ 26.35	\$ 15,487,159.80	\$ 27.76	\$ 16,315,884.48	\$ 28.52	\$ 16,762,572.96	\$ 29.30	\$ 17,221,016.40					\$ 92,770,144.32
Effective 2/1 - 6/30/22	11,248	56,240													\$ 30.46	\$ 1,713,070.40			\$ 1,713,070.40
Effective 7/1 - 12/31/22	11,248	67,488															\$ 30.46	\$ 2,055,684.48	\$ 2,055,684.48
ARMED	41,392	496,704	\$ 24.06	\$ 11,950,698.24	\$ 27.03	\$ 13,425,909.12	\$ 28.36	\$ 14,086,525.44	\$ 29.77	\$ 14,786,878.08	\$ 30.59	\$ 15,194,175.36	\$ 31.43	\$ 15,611,406.72					\$ 85,055,592.96
Effective 2/1 - 6/30/22	33,668	168,340													\$ 34.97	\$ 5,886,849.80			\$ 5,886,849.80
Effective 7/1 - 12/31/22	33,668	202,008															\$ 34.97	\$ 7,064,219.76	\$ 7,064,219.76
SUPERVISOR	9,024	108,288	\$ 26.05	\$ 2,820,902.40	\$ 29.48	\$ 3,192,330.24	\$ 30.81	\$ 3,336,353.28	\$ 32.21	\$ 3,487,956.48	\$ 33.10	\$ 3,584,332.80	\$ 34.01	\$ 3,682,874.88					\$ 20,104,750.08
Effective 2/1 - 6/30/22	6,984	34,920													\$ 36.67	\$ 1,280,516.40			\$ 1,280,516.40
Effective 7/1 - 12/31/22	6,984	41,904															\$ 36.67	\$ 1,536,619.68	\$ 1,536,619.68
POST COMMANDER N/A	174 N/A	2,088 N/A	\$ 33.99	\$ 70,971.12	\$ 37.42	\$ 78,132.96	\$ 38.73	\$ 80,868.24	\$ 40.11	\$ 83,749.68	\$ 41.21	\$ 86,046.48	\$ 42.34	\$ 88,405.92					\$ 488,174.40
TOTAL	203,369	1,765,728		\$ 27,126,504.96		\$ 31,395,949.80		\$ 32,990,906.76		\$ 34,674,468.72		\$ 35,627,127.60		\$ 36,603,703.92		\$ 8,880,436.60		\$ 10,656,523.92	\$ 217,955,622.28
			Max Annual Contract Sum	\$ 29,839,155.46	Max Annual Contract Sum	\$ 34,535,544.78	Max Annual Contract Sum	\$ 36,289,997.44	Max Annual Contract Sum	\$ 38,141,915.59	Max Annual Contract Sum	\$ 39,189,840.36	Max Annual Contract Sum	\$ 40,264,074.31				\$ 19,536,960.52	\$ 239,751,184.51

EXHIBIT B - PRICING SCHEDULE
ARMED AND UNARMED SECURITY GUARD SERVICES
NORTH ZONE - SPAS ONE, TWO, AND FOUR

OVERTIME/SPECIAL RATES (FILLS AUTOMATICALLY)										NORTH ZONE - SPAS ONE, TWO, AND FOUR									
GUARD	HOURS REQUIRED		1ST YEAR TOTAL		2ND YEAR TOTAL		3RD YEAR TOTAL		1ST EXTENSION OPTION YEAR		2ND EXTENSION OPTION YEAR		3RD EXTENSION OPTION YEAR		FIVE-MONTH EXTENSION (2/1/22-6/30/22)		SIX-MONTH EXTENSION OPTION (7/1/22-12/31/22)		NORTH ZONE CONTRACT TOTAL
ITEM	MONTHLY	ANNUAL	RATE	1ST ANNUAL	RATE	2ND ANNUAL	RATE	3RD ANNUAL	RATE	1ST EXTENSION	RATE	2ND EXTENSION	RATE	3RD EXTENSION	RATE	5 MONTH EXT.OPTION	RATE	6 MONTH EXT.OPTION	
UNARMED	0	0	\$ 31.35	\$ -	\$ 37.52	\$ -	\$ 39.53	\$ -	\$ 41.64	\$ -	\$ 42.78	\$ -	\$ 43.95	\$ -	\$ 45.69		\$ 45.69		\$ -
ARMED	0	0	\$ 36.09	\$ -	\$ 40.55	\$ -	\$ 42.54	\$ -	\$ 44.66	\$ -	\$ 45.89	\$ -	\$ 47.15	\$ -	\$ 52.46		\$ 52.46		\$ -
SUPERVISOR	0	0	\$ 39.08	\$ -	\$ 44.22	\$ -	\$ 46.22	\$ -	\$ 48.32	\$ -	\$ 49.65	\$ -	\$ 51.02	\$ -	\$ 55.01		\$ 55.01		\$ -
POST COMMANDER N/A	0	0	\$ 50.99	\$ -	\$ 56.13	\$ -	\$ 58.10	\$ -	\$ 60.17	\$ -	\$ 61.82	\$ -	\$ 63.51	\$ -					\$ -



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

FESIA A. DAVENPORT
Chief Executive Officer

Board of Supervisors
HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

December 21, 2021

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:

**ACCEPT FISCAL YEAR 2020 EMERGENCY MANAGEMENT
PERFORMANCE GRANT FUNDS AND
APPROVE APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2021-22
(ALL DISTRICTS) (4 VOTES)**

SUBJECT

Board approval is requested to accept the County's allocation of the Fiscal Year 2020 Emergency Management Performance Grant (EMPG) Program. This grant is fully funded by the Federal Department of Homeland Security and distributed by the California Governor's Office of Emergency Services (Cal OES). The grant will be used to support comprehensive emergency management activities at the local levels and to encourage the improvement of preparedness, response, recovery, and mitigation capabilities for all hazards and disasters.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the County activities to be funded with Fiscal Year 2020 EMPG Funds from the Federal Department of Homeland Security do not constitute projects under the California Environmental Quality Act (CEQA) because they are continuing administrative or organizational activities of government and involve the creation of funding mechanisms that will not result in direct or indirect physical changes to the environment and do not commit to specific projects which may result in a potentially significant impact on the environment or, in the alternative, are exempt from CEQA for the reasons stated in this letter and in the record of the proposed actions;

2. Accept \$2,188,111 in funding for the Fiscal Year 2020 EMPG under Assistance Listing Number 97.042, Subaward Number 020-0006, as distributed through the California Governor's Office of Emergency Services with a Performance Period of July 1, 2020 through June 30, 2022, and the allocation of a portion of such funds to the County's Chief Executive Office – Office of Emergency Management in the amount of \$729,297 to support County emergency preparedness and response activities;
3. Approve the attached Appropriation Adjustment in the amount of \$2,188,000 for the Chief Executive Office Budget Unit to allocate the enhanced level of funding under the grant;
4. Delegate authority to the Chief Executive Officer, or her designee, to apply for and execute EMPG awards and all future amendments, modifications, extensions, and augmentations, as necessary; and
5. Delegate authority to the Chief Executive Officer, or her designee, to enter into subrecipient agreements with Disaster Management Areas (DMAs) providing for use and reallocation of funds, and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Federal Department of Homeland Security, through Cal OES has approved grant funding for State and national homeland security efforts. This grant funding is provided to support comprehensive emergency management at local levels, and to encourage the improvement of mitigation, preparedness, response, and recovery capabilities for all hazards and disasters. These grant funds will be used to strengthen information sharing and collaboration among all levels of government, private industry, and non-governmental and community-based organizations; strengthen emergency planning for both intentional and natural disasters; encourage citizen preparedness while integrating the needs of vulnerable populations; and provide guidance and support for enhancing primary and alternate emergency operations centers to increase regional readiness; and increase opportunities for professional training of emergency management personnel.

This letter finds that the recommended activities do not constitute projects or are exempt under CEQA. Following approval by the Board, and the signing of subrecipient agreements with DMAs, the grant funds will be made available at the local level.

The Board is requested to authorize the Chief Executive Officer (CEO) to administer this grant, on behalf of the Los Angeles County Operational Area, and approve the attached Appropriation Adjustment. The CEO will also be authorized to submit other grant documents including, but not limited to, amendments, modifications, extensions, performance reports, reimbursement requests and future applications.

Implementation of Strategic Plan Goals

Access to this grant funding addresses the following County Strategic Plan Goals and Strategies: Goal II.2 – Support the Wellness of our Communities; and Goal III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

For Fiscal Year (FY) 2020, the EMPG award is \$2,188,111. The attached Appropriation Adjustment in the amount of \$2,188,000 is needed to increase the CEO Budget's spending authority, and to recognize the additional grant funding. This program is fully funded by the Department of Homeland Security, and distributed by Cal OES. The FY 2020 EMPG has a dollar-for-dollar funding match requirement, which the Operational Area will satisfy through matched personnel salaries and benefits. There is sufficient appropriation in the CEO's Budget to satisfy the required match.

Of the total grant award, the Disaster Management Areas will be allocated \$1,458,814, and \$729,297 will be retained by the CEO's Office of Emergency Management to support emergency preparedness and response activities.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Cal OES has provided the Los Angeles County Operational Area with specific guidelines for the management and administration of this grant. These guidelines detail the activities and expenditures that are allowable under this grant. The performance period of this grant is from July 1, 2020 through June 30, 2022.

ENVIRONMENTAL DOCUMENTATION

The activities to be funded by the grant do not constitute projects pursuant to CEQA because they are excluded from the definition of a project by Public Resources Code section 21065 and section 15378(b)(2)(4) and (5) of the State CEQA Guidelines on the basis that they are continuing administrative or organizational activities of government that will not result in direct or indirect physical changes in the environment; and/or include the creation of a government funding mechanisms or other government fiscal activities; which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In the alternative, the activities to be funded are categorically exempt from CEQA since they are within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in section 15301(a) and (d) and 15322(a) of the State CEQA Guidelines and Classes 1(c) and (r) and 22(a) and (c) of the County's Environmental Documentation and Reporting Procedures and Guidelines, Appendix G which apply to building leases, and educational or training programs. The County activities to be funded will result in negligible or no expansion of use. In addition, based

on the records of the proposed exempt activities, the exempt activities will comply with all applicable regulations, are not located in a sensitive environment and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that the activities may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

Each subrecipient is required to comply with CEQA, as applicable, to be reimbursed with grant funds. To the extent there are any changes proposed to the activities to be funded by the County retained funds, the proposed activities will be reviewed for any further findings which may be necessary under CEQA. CEO staff will continue to assist the lead federal granting agency, as necessary, to complete its requirement under the National Environmental Policy Act.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This grant will enable the County and Disaster Management Areas to enhance capabilities to prepare for, respond to, and recover from natural disasters and emergencies.

CONCLUSION

Upon approval by the Board of Supervisors, please send a copy of the adopted Board Letter to the Chief Executive Office - Homeland Security Grants Administration for processing.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:AC
TT:CH:MT:ar

Attachment

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller

PINK

BA FORM 03252021

BOARD OF SUPERVISORS
OFFICIAL COPY

December 21, 2021

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE**FY 2021-22****4 - VOTES**

SOURCES		USES	
CHIEF EXECUTIVE OFFICER A01-AO-90-9004-10100 FEDERAL - HOMELAND SECURITY GRANTS INCREASE REVENUE		CHIEF EXECUTIVE OFFICER A01-AO-2000-10100 SERVICES & SUPPLIES INCREASE APPROPRIATION	
	2,188,000		729,000
		CHIEF EXECUTIVE OFFICER A01-AO-5500-10100 OTHER CHARGES INCREASE APPROPRIATION	
			1,459,000
SOURCES TOTAL		USES TOTAL	
\$ 2,188,000		\$ 2,188,000	

JUSTIFICATION

Reflects the acceptance of FY 2020 Emergency Management Performance Grant funds in the amount of \$2,188,000 awarded by the Department of Homeland Security through the California Governor's Office of Emergency Services. Grant funds will be used to support emergency management activities at the local level and to encourage the improvement of preparedness, response, recovery, and mitigation for all hazards and disasters.

AUTHORIZED SIGNATURE

Theresa Tran, Manager, CEO

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---☐ ACTION☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

DATE

☐ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE



RICARDO D. GARCÍA
Public Defender

LOS ANGELES COUNTY PUBLIC DEFENDER
CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER

210 WEST TEMPLE STREET, 19th FLOOR
LOS ANGELES, CA 90012
(213) 974-2801/Fax (213) 625-5031
<http://pubdef.lacounty.gov>



Justine M. Esack
Chief Deputy

William Stone
Chief of Staff

December 21, 2021

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:

**APPROVAL OF A SOLE SOURCE AMENDMENT WITH
PARTNERS FOR JUSTICE FOR
CLIENT ADVOCATE SERVICES
FOR THE COUNTY OF LOS ANGELES PUBLIC DEFENDER
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The County of Los Angeles Public Defender (Public Defender) is requesting approval to amend the existing sole source contract with Partners for Justice (PFJ) in order to expand the comprehensive holistic advocacy services provided to clients to three additional Public Defender service locations. The client advocates will be embedded within the Public Defender's office to assist in stabilizing client lives during and following client contact with the criminal legal system.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Public Defender, or his designee, to execute an amendment with PFJ to expand services to three additional locations, increase the contract amount from \$697,818 to \$2,102,920, and extend the base contract term end date from August 12, 2023 to December 31, 2023.
2. Delegate authority to the Public Defender to prepare and execute amendments to the contract to 1) increase or decrease the contract fees, not to exceed ten percent (10%) of the maximum contract sum, subject to the availability of funds, 2) extend the period of performance by a maximum of one hundred eighty (180) days pursuant to the terms of the contract, and 3) add or delete service locations, upon approval as to form by County Counsel.

Fighting for our Clients' Futures

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 27, 2021, your Board approved a sole source contract (contract) with a nonprofit organization, PFJ, to provide client advocate services at courthouse locations in both the City of Compton and in the unincorporated community of East Los Angeles.

On August 12, 2021, the contract was executed with PFJ to provide a total of six (6) advocates for twenty-four (24) months. PFJ is currently providing comprehensive assistance to Public Defender clients to assist those clients in addressing the complex ancillary consequences of contact with the criminal justice system. These include, but are not limited to, the loss of employment, loss of social service benefits, housing, and property, medical and mental health needs, and the separation of families.

On October 5, 2021, your Board approved recommended adjustments to the Fiscal Year 2021-22 Adopted County Budget, which granted PD additional funding to cover the costs of expanding PFJ's services to three additional locations: Pasadena, San Fernando, and Downey. With the implementation of the additional locations, Public Defender clients in all supervisorial districts will have access to these valuable services. In addition, the contract base term will be amended for an additional four (4) months and twenty (20) days to allow for a full two (2) years of the expansion pilot program.

PFJ's approach involves the recruitment of top college graduates from around the country to become non-lawyer client advocates. Service delivery requires an ability to navigate legal processes as well as possess proficient communication skills and a high level of writing competency. PFJ recruits advocates from the communities we serve and can include people with shared identities, lived experience with the criminal legal system, or lived experience in the local community. Among the overall class recently recruited by PFJ, 86% identify as people of color and 40% identify as system impacted.

PFJ will train, supervise, and provide ongoing support to client advocates while they are embedded within the Public Defender's pilot program offices. PFJ client advocates will serve a minimum of 695 Public Defender clients within the first year and 1,725 for the remaining sixteen (16) months of the contract after the first year. The client advocates will strive to successfully meet 70% of client case objectives. Objectives will be identified in attorney referrals. Examples include connecting clients with housing support agencies and/or eviction defense legal services to secure and maintain stable housing, supporting clients with job search and training resources to secure and maintain employment, and assisting clients with applications for government financial and medical benefits.

The Public Defender intends to collect and assess data on the impact that client advocate services have on indigent defense outcomes and the estimated cost avoidance to the County, including savings related to reducing jail time for clients and other efficiencies. If the pilot program is deemed successful, Public Defender will prepare recommendations to the Chief Executive Office (CEO) to request additional funding and/or seek outside funding opportunities to expand the program to other regional court locations within Los Angeles County.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This Program is consistent with the County's Strategic Plan, Goal III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability and the Board's Justice Reform and Alternatives to Incarceration initiatives.

FISCAL IMPACT/FINANCING

Funding of \$694,022 for the initial two-year pilot program will be provided over two fiscal years by a Productivity Investment Fund grant approved in March 2021 by the County Quality and Productivity Commission. Funding of \$1,602,611 to cover the additional costs of expanding the program to three additional locations was appropriated by the AB 109 Public Safety Realignment Team (PSRT) and approved by the Board in the Fiscal Year 2021-22 Supplemental Changes Budget. In the event the Public Defender desires to extend the pilot program and expand services to additional regional court locations, Public Defender will seek additional funding through CEO via the annual budget process, or from outside funding entities via grants.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract term began on August 12, 2021. There is no projected impact on department employee relations since this is not a Proposition A contract. The Public Defender has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the executed contract. The contract contains the Board's required contract provisions including consideration of qualified county employees targeted for layoffs and GAIN/GROW participants for employment openings and compliance with Jury Services Ordinance, Safely Surrendered Baby law and the Child Support Program as well as the latest Board-mandated provisions on Human Trafficking, Compliance with Fair Chance Employment Practices and Compliance with the County Policy of Equity. The County will not request the Contractor to perform services that exceed the Board-approved Amendment amount, scope of work or contract term.

The attached Amendment and Exhibits have been approved as to form by County Counsel.

CONTRACTING PROCESS

The Public Defender is requesting a sole source Amendment with PFJ to expand the pilot program to three additional locations. PFJ's services are unique and offer extraordinary professional experience and expertise providing holistic advocacy services through client advocates. PFJ has successfully implemented similar programs with other Public Defenders in Alameda County, California; New Castle County, Delaware; and Harris County, Texas. PFJ's program model is informed by the success of the New York Bronx Defender's model of Holistic Defense. The sole source checklist is attached as Attachment II.

Upon completion of the pilot program, the Public Defender will evaluate the viability of contracting with other non-profit or community-based organizations to continue delivering these services. Given the unique value of individuals with lived-experience, PD will evaluate the viability of augmenting non-legal holistic services to individuals with roots in the communities we serve.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will enable Public Defender to assess an alternative approach to delivering holistic advocacy services to indigent persons who come into contact with the criminal justice system in Los Angeles County.

CONCLUSION

Upon your Board's approval, please return one adopted copy of this board letter to Public Defender, Bureau of Administrative Services.

Respectfully submitted,

RICARDO D. GARCIA
Public Defender

RDG:JT:sz

Enclosures

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

**CONTRACT
FOR CLIENT ADVOCATE SERVICES**

AGREEMENT NO. PD-21-001

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this _____ day of _____, 2021,

by and between

COUNTY OF LOS ANGELES,
(hereafter referred to as "County"),

and

PARTNERS FOR JUSTICE
(hereafter referred to as "Contractor")
123 Lincoln Place
Brooklyn, NY 11217

RECITALS

WHEREAS, on August 12, 2021, the County entered into a Contract with the Contractor for Client Advocate Services, further identified as Agreement No. PD-21-001 (hereafter referred to as "Agreement"); and

WHEREAS, on August 26, 2021, the County and Contractor executed Amendment No. 1 to omit the Technology Errors & Omission Insurance provision; and

WHEREAS, the County and Contractor mutually agree to amend the Agreement to expand services by extending the contract period and omitting and replacing the Statement of Work, Pricing Schedule, and Locations as described hereunder; and

WHEREAS, the Public Defender is authorized to execute the Amendment.

NOW, THEREFORE, in consideration of the mutual benefits derived therefrom, it is agreed between the parties that Agreement No. PD-21-001 shall be amended as follows:

1. Section 4.1, under 4.0 **Term of Contract**, shall be deleted in its entirety and replaced as follows:
 - 4.1 This Contract is effective upon date of its execution by the Public Defender, as authorized by the Board of Supervisors. The Contract shall expire on December 31, 2023, unless sooner extended or terminated, in whole or in part, as provided herein.

2. The existing Exhibit A, **Statement of Work (SOW)** of the Agreement is hereby deleted in its entirety and replaced with Exhibit A, **Statement of Work (SOW)** attached hereto and incorporated herein for all purposes and references within the Agreement.
3. The existing Exhibit B, **Pricing Schedule**, of the Agreement is hereby deleted in its entirety and replaced with Exhibit B, **Pricing Schedule** attached hereto and incorporated herein for all purposes and references within the Agreement.
4. The existing Exhibit C, **Service Locations and Staffing**, of the Agreement is hereby deleted in its entirety and replaced with Exhibit C, **Service Locations and Staffing**, attached hereto and incorporated herein for all purposes and references within the Agreement.
5. Except for the changes expressly set forth herein, the Agreement shall not be changed in any respect by the Amendment.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to Agreement No. PD-21-001:

COUNTY OF LOS ANGELES

By _____

RICARDO D. GARCIA
Public Defender
Los Angeles County Public Defender

CONTRACTOR

By: _____

Partners For Justice

APPROVED AS TO FORM
BY COUNTY COUNSEL

RODRIGO A. CASTRO-SILVA

By Jason C Carnevale

Deputy County Counsel

STATEMENT OF WORK (SOW)

PARTNERS FOR JUSTICE – CLIENT ADVOCATE SERVICES

The County of Los Angeles Public Defender's Office (PD) is contracting with Partners for Justice (PFJ) for Client Advocate Services to support the department's efforts to provide clients with comprehensive assistance through the embedding of advocates within PD to stabilize their lives during and following interaction with the criminal legal system. PFJ shall provide services as set forth in this Contract, SOW, and Exhibit C Service Locations and Staffing. Specifically, over the course of this contract, PFJ will provide services to PD in four key areas:

- Recruitment: PFJ will recruit a diverse, high-achieving group of fifteen early career professionals to serve as Client Advocates in five PD offices.
- Training: PFJ will provide an intensive introductory training to PFJ Client Advocates on holistic public defense principles, issue-spotting for possible enmeshed penalties or collateral consequences, skills for working with public defender clients, and social service navigation. PFJ will also deliver introductory training on holistic defense and social service issues to attorneys at PD's request. Finally, PFJ will deliver monthly continuing education sessions throughout the Advocates' term of service on topics relevant to their work, such as addressing common enmeshed penalties, persuasive mitigation writing, oral advocacy, and more.
- Service Delivery: PFJ Client Advocates will serve at least 1,916 clients during this contract period and provide them with wraparound support services and case navigation. Based on objectives defined at the outset of each client case, Advocates will successfully meet 70% of client case objectives for clients that agree to receive Advocate services. These objectives may be in the areas of Housing; Employment; Benefits; Health; Family, Children & Youth; Criminal Case; and other less common areas of service. Objectives will be identified in attorney referrals. Examples include connecting clients with housing support agencies and/or eviction defense legal services to secure and maintain stable housing, supporting clients with job search and training resources to secure and maintain employment, and assistance with applications for government financial and medical benefits.
- Technical Assistance: PFJ will provide ongoing advisory assistance to the PD on the implementation of Advocate roles and services in their offices through the form of onboarding support, monthly meetings, and inclusion in PFJ's national Advocate supervisor community and resources.

Once PFJ recruits potential advocates, recommendations will be submitted to PD. PD will review resumes, discuss qualifications, and meet with candidates for final approval. PD standards for approval will include individual assessments of competencies based on educational background, lived experience and commitment to holistic defense advocacy. Once candidates are selected, they will be referred to our HR unit to process a Live Scan in accordance with section 7.4 Background and Security Investigations of the Contract and to review departmental policies and procedures. All candidates will be advised of PD professional standards, including our expectations for professional dress code, work habits and public service standards.

Effective October 1, 2021, the County of Los Angeles requires that its workforce members, contractors and volunteers working onsite must be fully vaccinated against COVID-19 as a condition of employment or business engagement. PFJ advocates selected for this position will be required to submit proof of vaccination against COVID-19 during the onboarding process.

Advocates will report to PD offices. Work will be in-person to accomplish on-site client interviews and navigation of social services. Depending on the work location, parking will be provided by PD. Candidates

will be provided PD identification badges. PD will provide a workstation with appropriate equipment to conduct interviews and advocacy, including laptop computers and telephone access. PFJ advocates will report to an onsite supervisor designated by PD. PFJ Client Advocates will also work with the Peer Counselors, throughout the term of the contract, who will build rapport, provide mentorship, and client support. PFJ will allow the Peer Counselors to participate with Client Advocates in PFJ trainings and staff meetings, as needed. The Client Advocates will continuously communicate and coordinate with Peer Counselors to assess client needs and propose services.

PFJ advocates will receive referrals from PD through protocols developed by PD teams, either through the onsite supervisor or directly from attorneys. To accomplish the targeted performance objectives described below, PFJ advocates will meet bi-weekly with onsite supervisors to support any appropriate adjustments.

If an advocate becomes unable to complete their assignment, PFJ will recruit replacement advocates and submit recommendations to PD for final approval, as needed. PFJ will provide recommendations for replacement candidates in a timely manner, but not to exceed 60 days from the date of notification of the absence. PFJ will submit monthly invoices as set forth in section 5.4 Invoices and Payments of the Contract, Exhibit B Pricing Schedule, and Schedule of Deliverables listed below, with a monthly progress report establishing the progress toward the designated goals. PD will submit payment within 30 days of receipt.

PFJ will provide quarterly reports to PD detailing progress toward the milestones and metrics outlined in this scope of work. If PFJ advocates exceed the number of client cases indicated in a given quarter, the deliverable for the following quarter may be reduced by a corresponding number of referrals in order to maintain feasible caseloads. In addition, successful delivery of the number of client cases noted above is dependent on referrals from PD. PFJ will make its best effort to work with PD to ensure referrals reach the desired number, but attorneys are ultimately responsible for referring suitable clients to PFJ.

Head Deputy, Thomas Moore, will be the Project Manager (PM) responsible for overseeing onboarding, training, and supervision of PFJ candidates. PM will meet monthly with PFJ on-site supervisors and will maintain quarterly reports measuring progress toward target deliverables below.

Schedule of Deliverables

The table below outlines PFJ's key activities and deliverables on a quarterly basis for the term of this contract.

Time Period	Key Activities	Deliverables
Phase 1 By September 30, 2021	<ul style="list-style-type: none"> Hire, onboard, and train six Client Advocates for PD Collaborate with PD to ensure effective implementation of the Client Advocate program in two offices Begin accepting client referrals and delivering support services 	<ul style="list-style-type: none"> Six Client Advocates hired Complete delivery of PFJ intensive training program Training for PD attorneys in two offices where Advocates are placed Agreed-upon program design with PD Agreed-upon data collection plan with PD Client Advocates initiate services for 80 PD clients

Phase 2 By December 31, 2021	<ul style="list-style-type: none"> Advocates receive ongoing training and coaching Advocates continue accepting client referrals and delivering support services 	<ul style="list-style-type: none"> PFJ delivers at least three continuing education sessions to Client Advocates Advocates initiate services for 141 PD clients At least 70% of objectives are met in cases that are closed by the end of this time period
Phase 3 By March 31, 2022	<ul style="list-style-type: none"> Advocates receive ongoing training and coaching Advocates continue accepting client referrals and delivering support services Implementation of Expansion Services, including the following: <ul style="list-style-type: none"> Conduct outreach and recruit nine Client Advocate candidates for PD Manage Advocate selection process Hire, onboard, and train nine additional Client Advocates for PD Collaborate with PD to ensure effective implementation of the Client Advocate Program in three additional offices 	<ul style="list-style-type: none"> PFJ delivers at least three continuing education sessions to Client Advocates Client Advocates initiate services for 141 PD clients At least 70% of objectives are met in cases that are closed by the end of this time period Implementation of Expansion Services, including the following: <ul style="list-style-type: none"> Nine additional Advocates hired Complete delivery of PFJ intensive training program Training for PD attorneys in three additional offices where Advocates are placed Agreed-upon program design with PD Agreed-upon data collection plan with PD
Phase 4 By June 30, 2022	<ul style="list-style-type: none"> Advocates receive ongoing training and coaching Advocates part of initial recruitment continue accepting client referrals and delivering support services. Advocates part of expansion services begin accepting client referrals Advocates deliver wraparound support and provide mitigation PFJ provides ongoing assistance to PD through monthly meetings and bimonthly supervisor convenings 	<ul style="list-style-type: none"> PFJ delivers at least three continuing education sessions to PFJ Advocates Client Advocates initiate services for 333 PD clients At least 70% of objectives are met in cases that are closed by the end of this time period PFJ holds monthly meetings with PD supervisors
Phase 5 By September 30, 2022	<ul style="list-style-type: none"> Advocates part of the initial recruitment attend a second intensive training retreat delivered by PFJ Advocates receive ongoing coaching and training Advocates continue accepting client referrals and delivering support services Refresh training for attorneys on holistic defense principles and social service issues Advocates deliver wraparound support and provide mitigation 	<ul style="list-style-type: none"> PFJ delivers at least three continuing education sessions to Client Advocates Client Advocates initiate services for 335 PD clients At least 70% of objectives are met in cases that are closed by the end of this time period PFJ delivers training for PD attorneys in five offices PFJ holds monthly meetings with PD supervisors

	<ul style="list-style-type: none"> PFJ provides ongoing assistance to PD through monthly meetings and bimonthly supervisor convenings 	
Phase 6 By December 31, 2022	<ul style="list-style-type: none"> Advocates receive ongoing coaching and training Advocates continue accepting client referrals and delivering support services Advocates deliver wraparound support and provide mitigation PFJ provides ongoing assistance to PD through monthly meetings and bimonthly supervisor convenings 	<ul style="list-style-type: none"> PFJ delivers at least three continuing education sessions to Client Advocates Client Advocates initiate services for 335 PD clients At least 70% of objectives are met in cases that are closed by the end of this time period PFJ holds monthly meetings with PD supervisors
Phase 7 By March 31, 2023	<ul style="list-style-type: none"> Advocates receive ongoing coaching and training Advocates continue accepting client referrals and delivering support services Advocates part of expansion services attend a second intensive training retreat delivered by PFJ Refresh training for attorneys on holistic defense principles and social service issues PFJ develops transition plan for end of initial project period 	<ul style="list-style-type: none"> PFJ delivers at least three continuing education sessions to Client Advocates Client Advocates initiate services for 335 PD clients At least 70% of objectives are met in cases that are closed by the end of this time period Second training retreat for Advocates part of expansion services Refresher training for PD attorneys PFJ holds monthly meetings with PD supervisors Transition plan for end of initial project period
Phase 8 By June 30, 2023	<ul style="list-style-type: none"> Advocates receive ongoing coaching and training Advocates continue accepting client referrals and delivering support services PFJ summarizes learnings and key outcomes from initial pilot period 	<ul style="list-style-type: none"> PFJ delivers at least three continuing education sessions to Client Advocates Client Advocates initiate services for 336 PD clients At least 70% of objectives are met in cases that are closed by the end of this time period Short summary report of pilot project (initial services) PFJ holds monthly meetings with PD supervisors
Phase 9 By September 30, 2023	<ul style="list-style-type: none"> Advocates receive ongoing training and coaching Advocates continue accepting client referrals and delivering support PFJ develops transition plan for end of expansion project period 	<ul style="list-style-type: none"> PFJ delivers at least three continuing education sessions to Client Advocates Advocates provide services for at least 192 PD clients At least 70% of objectives are met in cases that are closed by the end of this time period PFJ holds monthly meetings with PD supervisors

Phase 10 By December 31, 2023	<ul style="list-style-type: none">• Advocates receive ongoing coaching• Advocates continue accepting client referrals and delivering support• Advocates either transition or wind down client cases prior to end of project period• PFJ summarizes learnings and key outcomes from overall projects	<ul style="list-style-type: none">• Advocates provide services for at least 192 PD clients• At least 70% of objectives are met in cases that are closed by the end of this time period• PFJ holds monthly meetings with PD supervisors• Short project summary (final - cumulative summary)
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PRICING SCHEDULE
PARTNERS FOR JUSTICE – CLIENT ADVOCATE SERVICES

Time Period	Key Activities	Not To Exceed Payment
Phase 1 By September 30, 2021	<ul style="list-style-type: none"> Hire, onboard, and train six Client Advocates for PD Collaborate with PD to ensure effective implementation of the Client Advocate program in two offices Begin accepting client referrals and delivering support services 	\$94,013.00
Phase 2 By December 31, 2021	<ul style="list-style-type: none"> Advocates receive ongoing training and coaching Advocates continue accepting client referrals and delivering support services 	\$83,700.00
Phase 3 By March 31, 2022	<ul style="list-style-type: none"> Advocates receive ongoing training and coaching Advocates continue accepting client referrals and delivering support services Implementation of Expansion Services, including the following: <ul style="list-style-type: none"> Conduct outreach and recruit nine Client Advocate candidates for PD Manage Advocate selection process Hire, onboard, and train nine additional Client Advocates for PD Collaborate with PD to ensure effective implementation of the Client Advocate Program in three additional offices 	\$201,497.00
Phase 4 By June 30, 2022	<ul style="list-style-type: none"> Advocates receive ongoing training and coaching Advocates part of initial recruitment continue accepting client referrals and delivering support services. Advocates part of expansion services begin accepting client referrals Advocates deliver wraparound support and provide mitigation PFJ provides ongoing assistance to PD through monthly meetings and bimonthly supervisor convenings 	\$247,425.00

Exhibit B - Pricing Schedule

Time Period	Key Activities	Not To Exceed Payment
Phase 5 By September 30, 2022	<ul style="list-style-type: none"> Advocates part of the initial recruitment attend a second intensive training retreat delivered by PFJ Advocates receive ongoing coaching and training Advocates continue accepting client referrals and delivering support services Refresh training for attorneys on holistic defense principles and social service issues Advocates deliver wraparound support and provide mitigation PFJ provides ongoing assistance to PD through monthly meetings and bimonthly supervisor convenings 	\$261,534.00
Phase 6 By December 31, 2022	<ul style="list-style-type: none"> Advocates receive ongoing coaching and training Advocates continue accepting client referrals and delivering support services Advocates deliver wraparound support and provide mitigation PFJ provides ongoing assistance to PD through monthly meetings and bimonthly supervisor convenings 	\$247,425.00
Phase 7 By March 31, 2023	<ul style="list-style-type: none"> Advocates receive ongoing coaching and training Advocates continue accepting client referrals and delivering support services Advocates part of expansion services attend a second intensive training retreat delivered by PFJ Refresh training for attorneys on holistic defense principles and social service issues PFJ develops transition plan for end of initial project period 	\$279,114.00
Phase 8 By June 30, 2023	<ul style="list-style-type: none"> Advocates receive ongoing coaching and training Advocates continue accepting client referrals and delivering support services PFJ summarizes learnings and key outcomes from initial pilot period 	\$248,662.00
Phase 9 By September 30, 2023	<ul style="list-style-type: none"> Advocates receive ongoing training and coaching Advocates continue accepting client referrals and delivering support 	\$170,588.00

Exhibit B - Pricing Schedule

Time Period	Key Activities	Not To Exceed Payment
	<ul style="list-style-type: none"> PFJ develops transition plan for end of expansion project period 	
Phase 10 By December 31, 2023	<ul style="list-style-type: none"> Advocates receive ongoing coaching Advocates continue accepting client referrals and delivering support Advocates either transition or wind down client cases prior to end of project period PFJ summarizes learnings and key outcomes from overall projects 	\$164,962.00
Miscellaneous Expenses	Miscellaneous expenses may include but not limited to unforeseen contract related expenses, but all expenses must be pre-approved in writing by the County's Project Manager. Approved expenses may be billed, as incurred, throughout the term of the contract.	\$34,000
Administrative Costs	Overhead costs associated with administering the services. Overhead costs may be billed, as incurred, throughout the term of the contract.	\$70,000

Grand Total: \$2,102,920

SERVICE LOCATIONS AND STAFFING
PARTNERS FOR JUSTICE – CLIENT ADVOCATE SERVICES

Contractor shall provide Client Advocate Services at the locations listed below. The County reserves the right to add and/or delete locations and/or change the number of client advocates assigned to a location, during the term of the Contract. Changes to locations and/or number of client advocates shall be made by written notice to the Contractor.

Location	Address	Client Advocates
Compton	200 W. Compton Blvd. Compton CA 90220	3
East Los Angeles	4848 Civic Center Way Los Angeles CA 90022	3
Pasadena	300 East Walnut Street, Pasadena, CA 91101	3
San Fernando	900 Third Street, San Fernando, CA 91340	3
Downey	7500 Imperial Highway, Downey, CA 90242	3

SOLE SOURCE CHECKLIST

Department Name: Public Defender

☐

New Sole Source Contract

☒

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved:

7/27/2021

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input checked="" type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Chief Executive Office

Date