



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICER
Fesia A. Davenport

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, May 24, 2023
TIME: 9:30 a.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' FEBRUARY 7, 2023, ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL JUNE 30, 2023.
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**
- 3. INFORMATIONAL ITEM(S):** [Any Informational 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 A CONTRACT WITH BRAD BEACH DBT TO PROVIDE DIALECTICAL BEHAVIOR THERAPY TRAINING SERVICES FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT
Speaker(s): Robert Smythe and Valerie Van Kirk (Probation)
 - B.** Board Letter:
APPROVAL OF MODEL MASTER AGREEMENT FOR FUEL DISPENSING AND STORAGE EQUIPMENT INSPECTION, COMPLIANCE AND REPAIR SERVICES
Speaker(s): Dennis Allen and Alex Madera (Sheriff's)

4. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Letter:
AUTHORIZATION TO ACCEPT FUNDS FROM THE STATE OF CALIFORNIA, BOARD OF STATE AND COMMUNITY CORRECTIONS FOR THE MOBILE PROBATION SERVICE CENTERS GRANT, ADOPT A RESOLUTION AND APPROVE APPROPRIATION ADJUSTMENT
Speaker(s): Robert Smythe and Richard Giron (Probation)
- B.** Board Letter:
APPROVAL OF AN AGREEMENT WITH THE LOS ANGELES COMMUNITY COLLEGE DISTRICT ON BEHALF OF EAST LOS ANGELES COLLEGE TO PROVIDE EDUCATIONAL COURSES THROUGH THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT'S TRAINING PROGRAM
Speaker(s): Robert Smythe and David Grkinich (Probation)
- C.** Board Letter:
COUNTYWIDE CLASSIFICATION ACTIONS TO CHANGE THE NAME OF THE DEPARTMENT OF MEDICAL EXAMINER-CORONER (DMEC)
Speaker(s): Wendy Myring (DMEC)
- D.** Board Letter:
CONSTRUCTION-RELATED CONTRACT – CONSTRUCTION MANAGEMENT CORE SERVICE AREA – CAMPUS KILPATRICK WASTEWATER TREATMENT SYSTEM REPLACEMENT PROJECT
APPROVE CAPITAL PROJECT, BUDGET, AND APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD SPECS 7686; CAPITAL PROJECT NO. 87693
FISCAL YEAR 2022-23
Speaker(s): Vincent Yu and Tom Afschar (DPW)

5. PUBLIC COMMENTS

6. ADJOURNMENT

7. UPCOMING ITEM(S):

- A.** Board Letter:
BAILMENT AGREEMENT WITH CITY OF MALIBU FOR USE OF 2021 POLICE INTERCEPTOR UTILITY VEHICLE
Speaker(s): Raymond Armstrong and Mark Russo (Sheriff's)
- B.** Board Letter:
APPROVAL OF CONTRACT FOR A CARDIOVASCULAR EVALUATION PROGRAM
Speaker(s): Mike Tsao, Gerald Gonzalez and Eric Tumbarello (Fire)

Wednesday, May 24, 2023

- C.** Board Letter:
APPROVAL OF SOLE SOURCE CONTRACT WITH PRATT & WHITNEY ENGINE SERVICES, INC. FOR REPAIR, OVERHAUL, AND EXCHANGE OF PRATT & WHITNEY CANADA CORP. PT6T-3 SERIES ENGINES, BELL HELICOPTER ENGINES, AND ENGINE ACCESSORIES
Speaker(s): Mike Tsao and Dennis Blumenthal (Fire)
- D.** Board Letter:
APPROVAL OF NEW BOARD POLICY PROHIBITING FIREARM AND AMMUNITION SALES
Speaker(s): Christie Carr (ISD)

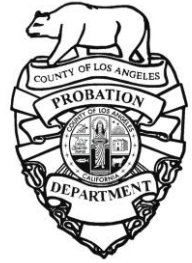
IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY-DOWNEY, CALIFORNIA 90242
(562) 940-2501



KAREN L. FLETCHER
Interim Chief Probation Officer

June 6, 2023

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 CONTRACT WITH BRAD BEACH DBT TO PROVIDE DIALECTICAL BEHAVIOR THERAPY TRAINING SERVICES FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Requesting authority for the County of Los Angeles Probation Department (Probation) to enter into the attached contract with Brad Beach DBT to provide Dialectical Behavior Therapy Training services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Interim Chief Probation Officer or designee to execute the attached contract (Attachment) between Probation and Brad Beach DBT to provide Dialectical Behavior Therapy (DBT) Training services for a one (1) year period, for an estimated annual amount of \$150,000, commencing upon execution by the Interim Chief Probation Officer or designee, upon approval as to form by County Counsel.
2. Delegate authority to the Interim Chief Probation Officer or designee to prepare and execute contract modifications to extend the contract term for up to two (2) additional one (1) year periods for an estimated annual amount of \$150,000, upon approval as to form by County Counsel.
3. Delegate authority to the Interim Chief Probation Officer or designee to prepare and execute modifications to the Contract for any decrease or increase to: (1) the hourly rates, not to exceed twenty (20%) percent, and (2) to the period of performance

pursuant to the terms of the Contract, not to exceed one hundred eighty (180) days, and upon approval as to form by County Counsel.

4. Delegate authority to the Interim Chief Probation Officer or designee to approve; 1) non-material, technical, and administrative changes to the contract, 2) necessary changes to the scope of service, and if necessary, 3) termination of, in whole or in part, the contract with Brad Beach DBT.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions is to obtain approval of a Contract (Attachment) with Brad Beach DBT to provide DBT Training services to Probation. The services will consist of training in the therapy, related activities, certification, coaching, consultation, coaching observations, and group facilitation skills to Probation staff to become master DBT trainers.

IMPLEMENTATION OF STRTEGIC PLAN GOALS

The recommended actions are consistent with the County of Los Angeles Strategic Plan, Goal I: Make Investments that Transform Lives. Specifically, it will address Strategy I.3: Reform Service Delivery Within Our Justice Systems.

FINANCIAL IMPACT/FINANCING:

The estimated annual contract amount is \$150,000. The Contract is fully funded under Probation's FY 2022-23 operating budget.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS:

The term of the Contract shall be effective upon execution by the Interim Chief Probation Officer or designee for a one-year term with the option to extend for two (2) additional one (1) year periods. There is no impact on departmental employee relations since this is not a Proposition A contract. Probation has also determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Contract.

The Contract (Attachment) 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.

The Contract (Attachment) has been reviewed and approved as to form by County Counsel. The County will not request the Contractor to perform services that exceed the Board-approved contract amount, scope of work or contract term.

CONTRACTING PROCESS:

A comprehensive Request for Proposals (RFP) process was conducted. Probation released an RFP for DBT Training Services on October 6, 2022. As part of the competitive solicitation process, four hundred ninety-seven (497) solicitation letters were sent to service providers. Additionally, advertisements were placed in the Los Angeles Times, Lynwood Journal, and Nuestra Comunidad. The solicitation information and the RFP were also made available through the Internet on the County of Los Angeles Internal Services Department and Probation websites.

As a result of the solicitation process, nine (9) potential providers registered for the Virtual Mandatory Proposer's Conference (Conference), six (6) potential providers attended the Conference. Two (2) proposals were received.

An evaluation committee was formed to evaluate the two (2) proposals that were submitted in response to this solicitation. Financial subject-matter experts assessed the financial viability of the Proposers to perform the work. The winning proposal, that of Brad Beach DBT, was rated as being most responsive to the RFP, and therefore Brad Beach DBT is being recommended for contract award. There are no protests pending.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable Brad Beach DBT, to provide training to Probation staff to become DBT master trainers.

Respectfully submitted,

KAREN L. FLETCHER
Interim Chief Probation Officer

TH:YT:jl

Enclosure

c: Executive Officer
Chief Executive Officer
County Counsel



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

BRAD BEACH DBT

FOR

DIALETICAL BEHAVIOR THERAPY TRAINING SERVICES

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R	Defaulted Property Tax Reduction Program/Form.....
S	Contract Discrepancy Report.....
T	Confidentiality of CORI Information
U	Performance Requirements Summary (PRS) Chart

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES**

AND

BRAD BEACH DBT

FOR

DIALECTICAL BEHAVIOR THERAPY TRAINING SERVICES

This Contract ("Contract") made and entered into this _____ day of _____, 2023 by and between the County of Los Angeles, hereinafter referred to as County and Brad Beach DBT, hereinafter referred to as "Contractor". Brad Beach DBT is located at 946 ½ West Kensington Road, Los Angeles, CA 90026.

RECITALS

WHEREAS, the County of Los Angeles Probation Department may Contract with Organization for Dialectical Behavior Therapy (DBT) Training Services when certain requirements are met; and

WHEREAS, the Contractor specializes in providing DBT Training Services; and

WHEREAS, the County through its Chief Probation Officer, is authorized to Contract under California Governmental Code Section 31000; and

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

1 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, D, E, F, G1, G2, G3, G4, H, I, N, O, P, R, S, T, and U are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Budget Sheet
- 1.3 EXHIBIT C - Intentionally Omitted
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G1 - Contractor Acknowledgement and Confidentiality Agreement
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- 1.8 EXHIBIT H - Jury Service Ordinance
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- 1.10 EXHIBIT J - Intentionally Omitted
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- 1.12 EXHIBIT L - Intentionally Omitted
- 1.13 EXHIBIT M - Intentionally Omitted
- 1.14 EXHIBIT N - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.15 EXHIBIT O - Charitable Contributions Certification
- 1.16 EXHIBIT P - Background Request Form
- 1.17 EXHIBIT Q - Intentionally Omitted
- 1.18 EXHIBIT R - Defaulted Property Tax Reduction Program/Form
- 1.19 EXHIBIT S - Contract Discrepancy Report

- 1.20 EXHIBIT T - Confidentiality of CORI Information
- 1.21 EXHIBIT U - Performance Requirements Summary (PRS) Chart

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this

Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

2.1.1 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.

2.1.1.1 Board of Supervisors (Board): The Board of Supervisors of the County of Los Angeles acting as governing body.

2.1.1.2 Contract: This agreement executed between the County and the Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

2.1.1.3 Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.

2.1.1.4 Contractor's Project Director: Person designated by the Contractor to administer the Contract operations after the Contract award.

2.1.1.5 County's Contract Manager: Person designated by the County with authority for the County on contractual or administrative matters relating to the Contract.

2.1.1.6 County's Contract Monitor: Person designated by the County to monitor the Contract and provide reports to the County's Contract Manager and the County's Program Manager.

2.1.1.7 County's Program Manager: Person designated by the County to manage the daily operations under this Contract.

2.1.1.8 Day(s): Calendar day(s) unless otherwise specified.

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

2.1.1.10 Statement of Work: The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services.

2.1.1.11 Subcontract: An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

2.1.1.12 Subcontractor: Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

3 WORK

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

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

4 TERM OF CONTRACT

4.1 The term of this Contract shall be for a one (1) year period commencing upon execution by the Chief Probation Officer or designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer or designee, and the authorized official of the Contractor, by mutual written agreement, for up to two (2) additional one (1) year periods for a maximum total Contract term of three (3) years.

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

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

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

5 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 The Contract Sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for supplying all services under this Contract consistent with the cost listed in Exhibit B (Budget Sheet). The annual Contract sum, inclusive of all applicable taxes, is estimated at **\$150,000** for the initial term of the Contract and each subsequent twelve (12) month option periods. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein.

The Contractor shall submit monthly invoices for actual service units provided and all County mandated training attended by Contractor under this Contract consistent with Exhibit B (Budget Sheet). The Contractor shall retain all relevant supporting documents and make them available to County at any time for audit purposes. Invoices shall be specific as to the services provided and/or training attended.

The County shall pay the Contractor up to fifteen percent (15%) administrative/indirect actual costs of the total Contract Sum. Administrative/indirect costs shall not be in addition to, but a part of, the maximum Contract Sum.

The Contractor shall submit monthly invoices for actual costs incurred for administrative/indirect costs. Invoices shall detail the administrative/indirect costs incurred and include supporting documentation for such costs. The Contractor shall retain all relevant supporting documents and make them available to County at any time for audit purposes. The Contractor shall return to County any unspent funds in excess of actual administrative/indirect costs under this Contract at the end of each

Contract term. The Contractor must return to County any funds received in excess of administrative/indirect costs. The Contractor agrees to be bound by applicable County unsupported and disallowed cost procedures, rules and regulations, and to repay to County any amount, with its earned interest, which is found to violate the terms of this Contract or applicable County provisions.

- 5.1.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.1.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the County of Los Angeles Probation Department at the address provided in Exhibit E (County's Administration).

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Budget Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Budget Sheet).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

**Residential Treatment Program Manager
County of Los Angeles Probation Department
Attention: Fiscal Department, P-73
9150 East Imperial Highway
Downey, CA 90242**

5.5.6 County Approval of Invoices

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

5.5.7 Local Small Business Enterprises – Prompt Payment Program

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

5.6 Intentionally Omitted

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

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the 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 The 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 the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting

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

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

- 6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Contract Manager

- 6.2.1 The role of the County's Contract Manager may include:
 - 6.2.1.1 Coordinating with the Contractor and ensuring the Contractor's performance of the Contract; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
 - 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Program Manager

- 6.3.1 The role of the County's Program Manager is authorized to include:
 - 6.3.1.1 Meeting with the Contractor's Project Director on a regular basis; and
 - 6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 County's Contract Monitor

- 6.4.1 The County's Contract Monitor is responsible for the monitoring of the Contract and the Contractor. The County's Contract Monitor provides reports to the County's Contract Manager and the County's Program Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all the Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Staff

- 7.2.1 The Contractor shall have a Project Director pursuant to Section 6.3 (Project Director) of Exhibit A (Statement of Work).
- 7.2.2 The Contractor shall be responsible for providing competent staff pursuant to Section 6.4 (Personnel) of Exhibit A (Statement of Work).

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing service under this Contract with a photo identification badge.

7.5 Background and Security Investigations

Background and security investigations of the Contractor's staff are required as a condition of beginning and continuing work under this Contract. The cost of background checks is the responsibility of the Contractor. The Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 7.5.1 through 7.5.6 of this Contract. On at least a quarterly basis, the Contractor shall report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of the monitoring report shall receive prior written approval from the County.

- 7.5.1 The Contractor shall submit the names of the Contractor's or the subcontractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the Contractor's or the subcontractor's employees. The County shall have the right to conduct background investigations of the Contractor's or the subcontractor's employees at any time. **The Contractor's or the subcontractor's employees shall not begin work on this Contract before receiving written notification of clearance from the County.**
- 7.5.2 No personnel employed by the Contractor or the subcontractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.
- 7.5.3 The County reserves the right, in its sole discretion, to preclude the Contractor or the subcontractor from employment or continued employment of any individual performing services under this Contract.
- 7.5.4 No Contractor or subcontractor staff providing services under this Contract shall be on active probation or parole.
- 7.5.5 The Contractor or the subcontractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 7.5.6 Because the County is charged by the State for checking the criminal records of the Contractor's or the subcontractor's employees; the County will bill the Contractor to recover these expenses. The current amount is forty-nine dollars (\$49.00) per record check, which is subject to change by the State.

7.6 Confidentiality

The Contractor shall be responsible for safeguarding all County information provided for use by the Contractor.

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

7.6.2.1 The Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).

7.6.2.2 The Contractor shall require each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgement and Confidentiality Agreement)

7.6.2.3 The Contractor shall require each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement)

7.6.3 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or the subcontractors, to comply with this Paragraph 7.6 (Confidentiality) , as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor indemnification obligations under this Paragraph 7.6 (Confidentiality) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The 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 the County without the County's prior written approval.

7.6.4 Confidentiality of Adult and Juvenile Records

By state law (California Welfare and Institutions Code sections 827 and 828, and Penal Code sections 1203.05, 1203.09, and 11140 through 11144) all adult and juvenile records and Probation case information provided to the Contractor is confidential and no such information shall be disclosed except those authorized employees of the County of Los Angeles Probation Department and law enforcement agencies.

7.6.5 The Contractor's employees shall be given copies of all cited code sections, and a CORI form to sign, as provided in Exhibit T (Confidentiality of CORI Information) regarding confidentiality of the information in adult and juvenile records. The Contractor shall retain original CORI forms and forward copies to the County's Program Manager within five (5) business days of start of employment.

7.6.6 Violations: The Contractor agrees to inform all of its employees, agents, subcontractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of a misdemeanor.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

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

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

8.1.3 The Chief Probation Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of

time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

- 8.5.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.
- 8.5.2 Complaint Procedures
- 8.5.2.1 Within fifteen (15) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.2.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.

- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, the 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 Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or the subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The 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 the County without the County's prior written approval.

8.7 Compliance with Civil Rights Laws

- 8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition

of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D (Contractor's EEO Certification).

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy

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

8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of

hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor 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.

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

8.8.2.4 The Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

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

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

8.11 Consideration of Hiring GAIN-GROW Participants

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. The 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.
- 8.11.2 In the event that both laid-off County employees and GAIN-GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is

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

- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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.

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

8.12.5 Subcontractors of Contractor

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

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of

law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

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

8.17 Employment Eligibility Verification

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility

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

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

8.18 Counterparts and Electronic Signatures and Representations

This Contract 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 Contract. 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.

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions,

other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the 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 the Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event the Contractor's failure to perform arises out of a force majeure event, the Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local

taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting the Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status

under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

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

Joanne Lee, Contract Analyst
County of Los Angeles Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242
Email address:
Joanne.Lee@probation.lacounty.gov
Fax#: (562) 658-2307

- 8.24.2.6 The Contractor also shall promptly report to the 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 the Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to the Contractor, and/or

suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy

deductibles and SIRs as respects the County, or to provide a bond guaranteeing the 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.

8.24.11 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 Contract. The Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

All liability policies 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.

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the

County and its Agents as an additional insured, with limits of not less than:

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

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

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

8.25.4 Unique Insurance Coverage

8.25.4.1 Intentionally Omitted

8.25.4.2 Professional Liability-Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25.4.3 Intentionally Omitted

8.25.4.4 Intentionally Omitted

8.25.4.5 Intentionally Omitted

8.25.4.6 Intentionally Omitted

8.25.4.7 Intentionally Omitted

8.26 Liquidated Damages

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

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

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Exhibit U (Performance Requirements Summary (PRS) Chart) hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

- (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and 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.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer,

recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

- 8.31.1 The Contractor shall bring to the attention of the County's Program Manager and/or the County's Contract Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Program Manager and/or the County's Contract Manager is not able to resolve the dispute, the Chief Probation Officer, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

- 8.33.1 The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

- 8.35.1 Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party 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.

8.36 Public Records Act

- 8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

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

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

8.37.1.2 During the term of this Contract, the Contractor shall not and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Program Manager. The County shall not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the

County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.5 Intentionally Omitted

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any

attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

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

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

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

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

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

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

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

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

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of such documents to:

Joanne Lee, Contract Analyst
County of Los Angeles Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242
Email address: Joanne.Lee@probation.lacounty.gov
Fax#: (562) 658-2307

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

8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

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

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

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

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

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

8.43 Termination for Default

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

8.43.1.1 The Contractor has materially breached this Contract; or

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

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from

other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

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

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

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

- 8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

- 8.51.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the 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 the County and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

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

8.53 Time Off for Voting

8.53.1 The 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 (10) 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.

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

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

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

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

The Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. The Contractor's violation of this paragraph of the Contract

may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

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

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 Injury and Illness Prevention Program

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

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

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

9.3 Ownership of Materials, Software, and Copyright

- 9.3.1 The County shall be the sole owner of all right, title and interest, including copyright, in and to all software plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in

and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

- 9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. The County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Program Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Subparagraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract.

9.4 Intentionally Omitted

9.5 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring

Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

- 9.6 Intentionally Omitted**
- 9.7 Intentionally Omitted**
- 9.8 Intentionally Omitted**
- 9.9 Intentionally Omitted**

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

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

By _____
KAREN L. FLETCHER
INTERIM CHIEF PROBATION OFFICER

BRAD BEACH DBT

By _____
SIGNATURE

Name (Typed or Printed)

Title

APPROVED AS TO FORM:

DAWYN R. HARRISON
COUNTY COUNSEL

By _____
JASON C. CARNEVALE
DEPUTY COUNTY COUNSEL

STATEMENT OF WORK

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Contractor shall provide Dialectical Behavior Therapy (DBT) training and related activities, certification, coaching, consultation, coaching observations, group facilitations skills, and assessment of trainers to the Probation Department and the Department of Mental Health (hereinafter referred to as County) staff to become master trainers.

2.0 SPECIFIC TASKS

To meet the stated goals and objectives, the Contractor shall provide the following training at a designated Probation facility:

2.1 The Contractor shall provide a two (2) day training for County Administrators. The County Program Manager will provide Contractor with the list of County Administrators who will attend the two (2) day training and will coordinate with the Contractor on the dates and time of the training. The Contractor is responsible for any travel cost for their staff.

2.2 The Contractor shall establish Phase I DBT Initial Training and Phase II DBT training and activities for master trainers. Phase I and Phase II dates and times will be in coordination with County Program Manager.

2.2.1 Phase I DBT Initial Training

2.2.1.1 The Contractor shall provide five (5) initial six (6) day trainings to County staff, between 10 to 20 staff per training, or a total of 30 days. The County Program Manager will provide Contractor a list of staff who will attend the trainings. The Contractor is responsible for any travel cost for their staff.

2.2.2 Phase II DBT Training and Activities

2.2.2.1 The Contractor shall provide County staff one-year of intermittent training. These trainings will be a combination of virtual and in-person as determined by the County. After the initial year, the Contractor shall certify County staff as DBT master trainer to train other County staff.

2.2.2.2 The training shall consist of coaching, scheduled booster training, group facilitation skills training, consultation and support for the implementation and sustainability of DBT.

2.2.2.3 Sustainability Activities shall include:

- a. One (1) hour of consultation teleconference calls for the master trainers each month.
- b. One (1) hour of administrative support via teleconference call each month.
- c. Conduct monthly assessments of the master trainers.

2.2.3 Provide in-person booster training, observation coaching, and consultation for trainers for up to 50 days.

2.4 DBT Replacement/Refresher Training

2.4.1 Six (6) days of Initial Replacement Training as needed by County.

2.4.2 Two (2) days of Refresher Training which consists for a total of three (3), spread out over a one (1) year.

3.0 QUALITY CONTROL PLAN

The Contractor shall establish and maintain a Quality Control Plan to ensure that the terms of the Contract are met. The Contractor shall submit the plan as part of the proposal. The original plan and any amendments are subject to the County review and approval, and shall include, but are not limited to, the following:

- 3.1 An inspection system covering all the services listed on Exhibit U (Performance Requirements Summary Chart). It must specify the activities to be inspected on a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by County during the term of the Contract as set forth in Contract, Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of the Contract.

- 3.4 The methods for ensuring uninterrupted service to the County in the event of a strike of the County's or the Contractor's employees or any other unusual occurrence (i.e., power loss or natural disaster) which would result in the Contractor's inability to perform the terms of the Contract.
- 3.5 The methods to ensure confidentiality of participant records and information while in the care of the Contractor's employees.
- 3.6 The methods to maintain security of records and prevent the loss or destruction of data.

4.0 QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on an annual basis. Such evaluation will include assessing the Contractor's compliance with all the Contract terms and performance standards. Any deficiencies which the County determines are severe, continuing, and that may place performance of the Contract in jeopardy, will be reported to the Board of Supervisors. The report will include all remedial action taken by the County and the Contractor. If the Contractor fails to implement appropriate remedial action, the County may terminate this Contract or impose other penalties as specified in this Contract.

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit U, (Performance Requirements Summary Chart) or other such procedures as may be necessary to ascertain Contractor's compliance with this Contract.

4.1 Performance Evaluation Meetings

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

- 4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule, or as required by the County.
- 4.3 The County shall have the right to remove any Contractor under this Contract, who are deemed unsatisfactory in the sole judgement of the County's Program Manager. The Contractor personnel will be removed and replaced by the Contractor within twenty-four (24) hours at the request of the County's Program Manager.

4.4 Contract Discrepancy Report

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

The County's Program Manager will determine whether a formal CDR shall be issued as referenced in Exhibit S (Contract Discrepancy Report). Upon receipt of a CDR, the Contractor is required to respond in writing to the County's Program Manager within five (5) business days, acknowledging the reported discrepancies and presenting rebuttal evidence, if applicable. The Contractor shall submit a remedial plan to correct all deficiencies identified in the CDR to the County's Program Manager within ten (10) business days of receipt of the CDR.

4.5 County Observations

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

5.0 DEFINITIONS

- 5.1 Acceptable Qualify Level Standard (AQLS) – A measure to express the variance from a standard before the County can apply damages as specified in Exhibit U (Performance Requirements Summary Chart). An AQLS does not imply that the Contractor performed in a substandard way. It is required that the Contractor correct all defects whenever possible. A variance from AQLS can result in a credit to the County against the monthly charge for the Contractor's services.
- 5.2 Business Day – Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Time (PT), not including any County holidays.
- 5.3 Contract Discrepancy Report (CDR) – A report prepared by the County's Program Manager to inform the Contractor of substandard service.
- 5.4 Contract Start Date – The date the Contractor begins work in accord with the terms of the Contract.
- 5.5 Contractor's Project Director – Person designated by the Contractor to administer Contract operations after the Contract award.
- 5.6 County's Contract Manager – Person designated by the County with actual and apparent authority on contractual and/or administrative matters relating to this Contract.

- 5.7 County's Contract Monitor – Person who monitors the Contract and provides reports to the County's Contract Manager and County's Program Manager.
- 5.8 County's Program Manager – Person designated by the County to manage the operations under this Contract.
- 5.9 Dialectical Behavior Therapy (DBT) – is a flexible psychotherapy that comprises elements of behavior therapy, cognitive behavior therapy (CBT), and mindfulness for emotion regulation and reality-testing with concepts of distress tolerance, acceptance, and mindful awareness.
- 5.10 Liquidated Damages – The monetary amount deducted from the Contractor's payment due to non-compliance with the Contract and/or substandard performance.
- 5.11 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the Contract which will be evaluated by the County to ensure Contract performance standards are met.
- 5.12 Quality Control Plan – All necessary measures taken by the Contractor to assure that the quality of service meets the Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the SOW.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

Then County will administer the Contract according to the Contract, Paragraph 6.0 (Administration of Contract – County) of the Contract. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Paragraph 8.1 (Amendments) of the Contract.

6.2 Intentionally Omitted

CONTRACTOR

6.3 Project Director

- 6.3.1 The Contractor shall provide its own fulltime officer or employee as the Project Director. The Project Director/authorized agent shall be available for telephone contact between 8:00 a.m. and 5:00 p.m. PT, Monday through Friday, excluding County holidays. The Project Director shall provide management and coordination of this Contract and shall act as the sole contact person with the County.
- 6.3.2 When the Contract work is being performed at times other than described above or when the Project Director cannot be present, and with prior approval of the County's Program Manager, an equally responsible agent shall be designated to act as the Project Director.
- 6.3.3 The Project Director shall have provided or administered the required services for a minimum of three (3) years within the last five (5) years and/or hold a bachelor's degree in counseling, psychology, social work, sociology, criminal justice or a related field, and is a current employee of the agency.
- 6.3.4 The Project Director/authorized agent shall have actual and apparent authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Project Director/authorized agent shall effectively speak and write in English.
- 6.3.5 The Project Director shall be available between 8:00 a.m. to 5:00 p.m. PT, Monday through Friday excluding County holidays, to meet with County personnel designated by the County to discuss problem areas.
- 6.3.6 The County shall have exclusive right to review and approve the Project Director. The County shall have the exclusive right of to remove the Project Director and any replacement recommended by the Contractor.

6.4 Personnel

- 6.4.1 The Contractor shall provide competent staff to perform the terms of the Contract. The County shall have the exclusive right to review and approve prior to assignment.
- 6.4.2 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed a confidentiality form that meets the standards of the County of Los Angeles Probation Department regarding access to confidential Criminal Offender Record Information (CORI). The **Contractor shall retain the**

original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment. The CORI form is listed in Exhibit T (Confidentiality of CORI Information).

- 6.4.3 All personnel must be able to read, write, spell, speak, and understand English.
- 6.4.4 The County has the exclusive right to approve or disapprove all of the Contractor's staff who perform work hereunder and any proposed changes to the Contractor's staff. The Contractor shall immediately remove and replace any employee from work on this Contract within twenty-four (24) hours after a request by the County's Contract Manager.
- 6.4.5 The County reserves the exclusive right to have the County's Program Manager or designated agent, interview any or all prospective employees of the Contractor.
- 6.4.6 The Contractor shall be required to conduct a background check of all employees and agents as set forth in Paragraph 7.5 (Background and Security Investigations) of the Contract.
- 6.4.7 The Contractor shall provide the County's Program Manager with a current list of employees and keep this list updated during the contract period.
- 6.4.8 The Contractor shall have alternate staff that successfully passed background clearances pursuant to Paragraph 7.5 (Background and Security Investigations) of the Contract.
- 6.4.9 The Contractor shall not employ any person under the age of twenty-one (21) years unless the Contractor receives written approval by the County.

6.5 Uniforms/Identification Badges

The Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification) of the Contract.

6.6 Intentionally Omitted

6.7 Intentionally Omitted

6.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. and 5:00 p.m. PT, Monday through Friday, by

at least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall receive calls. The Contractor shall respond to calls received by the answering service within two (2) hours of receipt of the call.

7.0 HOURS/DAYS OF WORK

The Contractor shall provide DBT training services Monday through Friday except on approved County holidays from 8:00 a.m. to 5:00 p.m. PT. County Program Manager will provide the Contractor a list of approved County Holiday upon request by the Contractor.

8.0 INTENTIONALLY OMITTED

9.0 UNSCHEDULED WORK

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

10.0 INTENTIONALLY OMITTED

11.0 GREEN INITIATIVES

11.1 The Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

11.2 The Contractor shall notify County's Project Manager of the Contractor's new green initiatives prior to the contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

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

12.2 A standard level of performance will be required of the Contractor for the required services. Exhibit U (Performance Requirements Summary Chart) summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance by the County, and liquidated damages to be imposed for substandard

performance. The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit U (Performance Requirements Summary Chart) or other such procedures as may be necessary to ascertain the Contractor compliance with this Contract. Failure of the Contractor to achieve this standard may result in an assessment of liquidated damages against the Contractor's monthly payment as determined by the County.

12.3 When the Contractor's performance fails to conform to the terms of this Contract, the County will have the option to apply the following remedies:

12.3.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the substandard performance, specify steps to return performance to an acceptable level, and the monitoring methods to prevent recurrence.

12.3.2 Reduce payment to the Contractor by a computed amount based on the assessment fee(s) in the PRS.

12.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or substandard levels of performance.

12.3.4 Failure of the Contractor to comply with the County's request(s) to improve performance or to perform work specified within ten (10) business days shall constitute a breach of Contract, and authorize the County to have the service(s) performed by another. The entire cost of the replacement work due to the Contractor's breach, as solely determined by the County, shall be credited to the County on the Contractor's future invoice.

This paragraph does not limit the County's exclusive right to terminate the Contract upon ten (10) business day's written notice, with or without cause, as provided for in Paragraph 8.42 (Termination for Convenience) of the Contract.

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BUDGET SHEET

EXPENSES: Reimbursable expenses shall include the actual expenditures made or incurred in the performance of services under this Agreement and require prior approval by County. Expenses will include, but shall not be limited to, the following: travel, lodging, postage, deliveries, document reproduction for reports, mileage, long distance telephone charges, and other normal and reasonable expenses required to complete the services described in the attached Exhibit A, Statement of Work.

Program Personnel	Time Period	Service	Hourly Rate	Estimated Hours	Estimated Days
Administrator	Month 1	DBT Training – Administrators	\$123.82	8	2
Consultant			\$53.07		
Administrator	Month 1-12	Conduct monthly assessments of the master trainers	\$123.82	8	12
Consultant			\$53.07		
Administrator	Month 1-3	Train the Trainer (5) 6-day trainings - Staff	\$300	8	30
Administrator	Month 3-4	Six (6) days of Initial Replacement Training as needed by County	\$123.82	8	6
Consultant			\$53.07		
Administrator	Month 4-8	In-person booster training, observation coaching, and consultation for trainers for up to 50 days.	\$103.02	8	50
Administrator	Month 9-12	Two (2) days of Refresher Training which consists for a total of three (3), spread out over a one (1) year	\$123.82	8	6
Consultant			\$53.07		

*Amounts may be transferred to other line items by mutual agreement of County and Contractor

*Days/Hours are subject to change by mutual agreement.

INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number**GENERAL**

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

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO.**COUNTY'S CONTRACT MANAGER:**

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

COUNTY'S PROGRAM MANAGER:

Name:	<u>Valerie Van Kirk</u>
Title:	<u>Bureau Chief</u>
Address:	<u>9150 East Imperial Highway</u>
	<u>Downey, CA 90242</u>
Telephone:	<u>562-940-2058</u>
E-Mail Address:	<u>Valerie.VanKirk@probation.lacounty.gov</u>

COUNTY'S CONTRACT ANALYST:

Name:	<u>Joanne Lee</u>
Title:	<u>Contract Analyst</u>
Address:	<u>9150 East Imperial Highway, Room D-29</u>
	<u>Downey, CA 90242</u>
Telephone:	<u>562-658-4319</u>
Facsimile	<u>562-658-2307</u>
E-Mail Address:	<u>Joanne.Lee@probation.lacounty.gov</u>

COUNTY'S CONTRACT MONITOR:

Name:	<u>Rene Francis</u>
Title:	<u>Manager</u>
Address:	<u>7639 South Painter Avenue</u>
	<u>Whittier, CA 90602</u>
Telephone:	<u>562-907-3007</u>
Facsimile	<u>562-464-2831</u>
E-Mail Address:	<u>Rene.Francis@probation.lacounty.gov</u>

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

CONTRACT 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: _____

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that _____ is my sole employer for purposes of this employment.

I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: _____

DATE: _____

NAME: _____
Print

Original must be signed by each employee by first day of employment and must be retained by Contractor(s)

Copy must be forwarded by Contractor(s) to County Worker's Compensation Division with the Los Angeles County Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010, within five (5) business days

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity that 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

- 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 that 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 shall 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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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 that, 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)

Safely Surrendered



No shame. No blame. No names.

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

www.babysafeLA.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

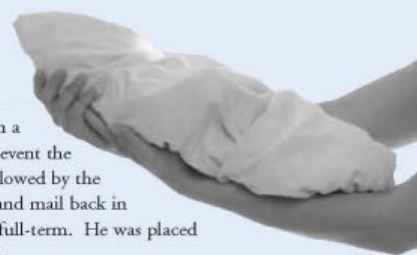
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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.

Historia de un bebé

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



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

www.babysafela.org

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

INTENTIONALLY OMITTED

BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Page 1 of 17

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health

Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement,

with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as

Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
 - 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
 - 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account

number, diagnosis, disability code or other types of information were involved);

- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from

the non-permitted Use or Disclosure, Security Incident, or Breach;

- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;

- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide

Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free

telephone number, an e-mail address, Web site, or postal address.

- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall

return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
 - 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
 - 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)



COUNTY OF LOS ANGELES
PROBATION DEPARTMENT - ADMINISTRATIVE BUREAU
9150 East Imperial Highway
Downey, CA 90242
BACKGROUND REQUEST FORM
Email Form to: Vivian.Gonzalez@probation.lacounty.gov



Exhibit P

Requesting Agency: _____

Agency Address: _____

City and Zip Code: _____

Agency Contact Person: _____

Telephone No: _____

Fax No: _____

Email Address: _____

Lead Agency (if Different): _____

LIVE SCAN SCHEDULE:

Monday & Friday: 8:30 AM – 11:30 AM & 1:00 PM - 4:00 PM

Please Note: We do not live scan on Tuesday, Wednesday, nor Thursday.

Please have applicant arrive on time.

Completed by Requesting Agency					Completed by Central Processing Unit	
Applicant's Name	Applicant's Position	Work Location	Available Dates & Times		Appointment Date	Appointment Time

Instructions to Applicants:

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



**LOS ANGELES COUNTY PROBATION DEPARTMENT
HUMAN RESOURCES DIVISION
ADMINISTRATIVE SERVICES BUREAU
CONTRACTOR BACKGROUND APPLICATION**



1. YOUR FULL NAME			
LAST	FIRST	MIDDLE	
2. OTHER NAMES YOU HAVE USED OR BEEN KNOWN BY (INCLUDE MAIDEN NAME AND NICKNAMES)			
3. ADDRESS WHERE YOU LIVE			
NUMBER / STREET		APT / UNIT	
CITY		STATE	ZIP
4. EMAIL ADDRESS			
5. CONTACT NUMBERS			
HOME ()	WORK ()	EXT	OTHER () <input type="checkbox"/> CELL <input type="checkbox"/> FAX
10. BIRTHDATE (MM/DD/YYYY)		11. SOCIAL SECURITY NUMBER	
		12. DRIVER'S LICENSE	
		NUMBER:	STATE: EXPIRES:

Instructions: Indicate your response by using an "X" on the line next to "Yes" or "No".

- | | |
|---|--------------------|
| 1. Are you currently on any type of probation or parole? | Yes _____ No _____ |
| 2. Do you have any outstanding failure to appear? | Yes _____ No _____ |
| 3. Have you ever been convicted of a sex offense? | Yes _____ No _____ |
| 4. Have you ever been convicted for a crime against children? | Yes _____ No _____ |
| 5. Have you ever been convicted for crimes relating to the use of weapons? | Yes _____ No _____ |
| 6. Have you ever been convicted of a crime that contained elements of violence (assault, battery, mayhem, etc.) | Yes _____ No _____ |
| 7. Have you ever been arrested for prostitution, pandering or pimping? | Yes _____ No _____ |
| 8. Do you have any felony conviction within the past three (3) years? | Yes _____ No _____ |

If you answered "Yes" to question number 8, please provide information below for each offense.

Conviction Date	Violation Code	Violation Title	Conviction Type/Court Disposition	Court Name	Sentence Imposed

ACKNOWLEDGEMENT

Please note that your application is subject to verification during your background investigation. It is in your best interest to be thorough and honest in your responses. Integrity weighs heavily in the evaluation of any applicant being considered for hire. Providing false information and/or withholding information, may disqualify your application.

By signing this acknowledgement, you certify that the above information is correct and current. You hereby authorize Los Angeles County Probation Department to obtain criminal record information from any agency which may have your background history, including any records of arrests, investigations, convictions, and other reports.

You hereby fully release and discharge Los Angeles County Probation Department, its officers, agents, and employees, and any agencies, from any and all claims for damages which may arise from participating in, or as a result of, the background check to the fullest extent authorized by the laws of the state of California.

Do you understand this acknowledgement? Yes _____ No _____

Do you have any questions about this acknowledgement? Yes _____ No _____

Print Name

Signature

Date

INTENTIONALLY OMITTED

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 1 of 4

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the Effective Date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the Effective Date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor;
 - 3. A purchase made through a State or Federal contract;
 - 4. A contract where State or Federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 3 of 4

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the Contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 4 of 4

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For:	Services:	

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

CONTRACT DISCREPANCY REPORT**TO:****FROM:****DATES:****Prepared:****Returned by Contractor:****Action Completed:****DISCREPANCY PROBLEMS:**_____
Signature of County Representative_____
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):**_____
Signature of Contractor Representative_____
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:**_____
Signature of County Representative_____
Date**COUNTY ACTIONS:****CONTRACTOR NOTIFIED OF ACTION:**_____
County Representative's Signature_____
Date_____
Contractor Representative's Signature_____
Date

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____, during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Classification

Date

Copy to be forwarded to County Program Manager within five (5) business days of start of employment.

PERFORMANCE REQUIREMENT SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARD	MAXIMUM ALLOWED DEVIATION (AQLS)	METHOD OF SURVEILLANCE	LIQUIDATED DAMAGES FOR EXCEEDING THE AQLS
Overall compliance with Section 1.0, Exhibit A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
Overall compliance with Section 2.0 Exhibit A (Statement of Work - Specific Tasks)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - Random Inspections - Random Samplings - Information from Contractor Reports 	\$100 per day until rectified
Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met pursuant to Section 3.0 (Quality Control Plan) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
Personnel assigned to provide service under this contract shall be fingerprinted prior to pursuant to Subparagraph 7.5.1 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously pursuant to Subparagraph 7.5.2 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
Contractor shall reimburse County for record check pursuant to Subparagraph 7.5.6 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
Contractor in compliance with Standard Terms and Conditions as referenced in Section 8.0 (Standard Terms and Conditions) of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - Random Inspections - Random Samplings - Information from Contractor Reports 	\$100 per day until rectified

June 6, 2023

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
FUEL DISPENSING AND STORAGE EQUIPMENT INSPECTION,
COMPLIANCE AND REPAIR SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of a Model Master Agreement (Model Agreement) that will be used to execute Master Agreements (Agreements) with qualified vendors to provide Fuel Dispensing and Storage Equipment Inspection, Compliance, and Repair Services (Services) on an as-needed basis.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff or his designee, to execute Agreements substantially similar to the attached Model Agreement with qualified vendors commencing upon execution by the Sheriff or his designee, and terminating four years from the date the Board approves the Model Agreement, with an option to extend for four one-year periods, to meet the needs of the Department.

2. Delegate authority to the Sheriff, or his designee, to execute Change Orders and Amendments to the Agreements as set forth throughout the Model Agreement, including Change Orders and Amendments 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 option terms, (4) effectuate the assignment and delegation/mergers or acquisitions provision, and (5) terminate the Agreements, either in whole or in part, by the provision of a 10-day 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 the Services for County-owned fueling stations located throughout the County.

Although the Department employs fuel technicians for routine repairs, the performance of these types of Services requires highly specialized skills and equipment that is beyond the qualifications and abilities of the Department to provide.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the County's Strategic Plan, Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by effectively maximizing the use of County assets in ways that are fiscally responsible and align with the County's highest priority service delivery needs.

FISCAL IMPACT/FINANCING

The estimated annual cost for these Services is \$500,000. Actual expenditures will be incurred on an as-needed basis. Over the term of the Agreements, allocations will be established in the Department's operating budget to meet the anticipated need each fiscal year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Model Agreement was determined to be a Non-Proposition A Agreement due to the Services being highly specialized in nature 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 Department will acquire the Services by soliciting Work Orders as described in the Master Agreement, to qualified contractors utilizing a competitive bidding process, unless emergent circumstances justify otherwise.

The Model Agreement includes all County required provisions including Jury Service, Safely Surrendered Baby Law, Defaulted Property Tax Reduction Program, Zero Tolerance Policy on Human Trafficking, Fair Chance Employment, Policy of Equity, and Prohibition from Participation in Future Solicitations.

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

CONTRACTING PROCESS

On February 14, 2023, the Department released a Request for Statement of Qualifications (RFSQ) to solicit Statements of Qualifications (SOQs) from vendors to provide Services. The RFSQ was posted on the County and Department websites. The Department received three SOQs by the initial SOQ due date of March 10, 2023.

The RFSQ will remain open until the needs of the Department are met. Upon the Board's approval, the Sheriff will execute Master Agreement(s) with all qualified contractors.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable the Department to maintain a pool of qualified contractors to provide both routine and emergent Services as needed.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contracts Unit.

Sincerely,

ROBERT G. LUNA
SHERIFF

RL:YL:yl
(Fiscal Administration Bureau – Contracts Unit)

Enclosures

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
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
April L. Tardy, Undersheriff
Jill Torres, Assistant Sheriff, CFAO
Jason A. Skeen, Chief of Staff, Office of the Sheriff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Richard F. Martinez, Assistant Division Director, ASD
Rick Cavataio, Director, Fiscal Administration Bureau (FAB)
David E. Culver, Director, Financial Programs Bureau
Clint W. Yates, Director, Facilities Services Bureau (FSB)
Dennis R. Allen, Assistant Director, FSB
Angelo Faiella, Assistant Director, Contracts Unit (CU)
Rene A. Garcia, Lieutenant, ASD
Vanessa C. Chow, Sergeant, ASD
Alejandra Madera, Administrative Services Manager (ASM) III, CU
Kristine D. Corrales, Deputy, ASD
Veronica Urenda, ASM II, CU
Yung (Donna) Lin, Operations Assistant III, CU
(Contracts - Fuel Dispensing and Storage Equipment Inspection, Compliance and Repair Services 06-06-23)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CAR DATE	5/24/2023							
BOARD MEETING DATE	6/6/2023							
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th							
DEPARTMENT(S)	Sheriff's Department							
SUBJECT	Approval of Model Master Agreement for Fuel Dispensing and Storage Equipment Inspection, Compliance, and Repair Services							
PROGRAM	Establish Master Agreements with qualified vendors to provide the Department's Facilities Services Bureau with as-needed services.							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
DEADLINES/ TIME CONSTRAINTS	None							
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;"> Total cost: The estimated annual budget is \$500,000 </td> <td style="width: 50%;"> Funding source: The Department has identified sufficient funding within its operating budget. </td> </tr> <tr> <td colspan="2"> TERMS (if applicable): Model Master Agreement has an initial term of four years, plus four one-year option periods. </td> </tr> <tr> <td colspan="2"> Explanation: </td> </tr> </table>		Total cost: The estimated annual budget is \$500,000	Funding source: The Department has identified sufficient funding within its operating budget.	TERMS (if applicable): Model Master Agreement has an initial term of four years, plus four one-year option periods.		Explanation:	
Total cost: The estimated annual budget is \$500,000	Funding source: The Department has identified sufficient funding within its operating budget.							
TERMS (if applicable): Model Master Agreement has an initial term of four years, plus four one-year option periods.								
Explanation:								
PURPOSE OF REQUEST	Approval of this action will allow the Department to maintain a pool of qualified contractors to provide routine and emergency repair and maintenance services for 42 County-owned fueling stations located throughout the County.							
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul style="list-style-type: none"> On 2/14/2023, the Department issued a Request for Statement of Qualifications (RFSQ). The RFSQ will remain open until the needs of the Department are met. Upon the Board's approval of the recommended action, the Sheriff will execute Master Agreements with all qualified vendors. 							
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:							
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:							
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Alex Madera, Contracts Manager, (213) 229-3276, amadera@lasd.org Dennis Allen, Assistant Director, (323) 526-5748, drallen@lads.org 							

MODEL MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

AND

FOR

**FUEL DISPENSING AND STORAGE EQUIPMENT
INSPECTION, COMPLIANCE, AND REPAIR SERVICES**

**MASTER AGREEMENT
FOR
FUEL DISPENSING AND STORAGE EQUIPMENT
INSPECTION, COMPLIANCE, AND REPAIR SERVICES
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ATTACHMENTS

- Attachment 1: Statement of Work
- Attachment 2: Fueling Station Locations

EXHIBITS

- A County's Administration
- B Contractor's Administration
- C Safely Surrendered Baby Law
- D Sample Work Order
- E Forms Required Before Work Begins (Certifications and Confidentiality Forms)
- F Contract Discrepancy Report
- G Application for Access to Custody Facilities
- H Subsequent Executed Work Orders (Not attached but incorporated herein by reference)

**MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT
AND**

**_____
FOR
FUEL DISPENSING AND STORAGE EQUIPMENT
INSPECTION, COMPLIANCE, AND REPAIR SERVICES**

This Master Agreement, Attachments, and Exhibits are made and entered into this ____ day of _____, 20__ by and between the County of Los Angeles (County), Sheriff's Department (Department), and _____ (Contractor) for Fuel Dispensing and Storage Equipment Inspection, Compliance, and Repair Services (Services).

RECITALS

WHEREAS, the County may contract with private businesses for Fuel Dispensing and Storage Equipment Inspection, Compliance, and Repair Services when certain requirements are met; and

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

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

WHEREAS, the Board has authorized the Sheriff 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 APPLICABLE DOCUMENTS

Attachments 1 and 2, and Exhibits A, B, C, D, E, F, G, 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 this base Master Agreement, Attachments, and Exhibits, or between Attachments and Exhibits, such conflict or inconsistency will be resolved by giving precedence first to this Master Agreement and then to the Attachments and Exhibits according to the following priority:

Attachments:

Attachment 1: Statement of Work

Attachment 2: Fueling Station Locations

Exhibits:

Exhibit A County's Administration

Exhibit B Contractor's Administration

Exhibit C Safely Surrendered Baby Law

Exhibit D Sample Work Order

Exhibit E Forms Required Before Work Begins (Certifications and Confidentiality Forms)

Exhibit F Contract Discrepancy Report

Exhibit G Application for Access to Custody Facilities

Exhibit H Subsequent Executed Work Orders

This Master Agreement, Attachments, and Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master 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 will be valid unless prepared pursuant to Paragraph 8.1 (Change Orders and Amendments) and signed by authorized representatives of both parties.

2 DEFINITIONS

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

- 2.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. 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 Orders and Amendments) of this Master Agreement.
- 2.3 Business Day(s):** Monday through Friday, excluding County observed holidays.
- 2.4 Change Order:** has the meaning set forth in Paragraph 8.1 (Change Orders and Amendments) of this Master Agreement.
- 2.5 Contractor:** the sole proprietor, partnership, or corporation that has entered into this Master Agreement with the County as identified in the preamble.
- 2.6 Contractor Project Manager:** the individual designated by Contractor to administer this Master Agreement operations after this Master Agreement award.
- 2.7 County:** the County of Los Angeles.
- 2.8 County Project Director:** the person designated by the County with authority to approve all Work Order solicitations and executions. All references here forward to County Project Director mean "County Project Director or designee".
- 2.9 County Project Manager:** the person designated by County Project Director as chief contact person with respect to the day-to-day administration of this Master Agreement. All references here forward to County Project Manager mean "County Project Manager or designee".
- 2.10 Day(s):** calendar days unless otherwise specified.
- 2.11 Fiscal Year:** the twelve-month period beginning July 1st and ending the following June 30th.
- 2.12 Master Agreement:** the County's standard agreement executed between the County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.13 Qualified Contractor:** a Contractor who has submitted a Statement of Qualifications (SOQ) in response to the County's Request for Statement of Qualifications (RFSQ); has met Vendor's Minimum Mandatory Qualifications listed in the RFSQ, and has an executed Master Agreement with Department.

- 2.14 Request for Statement of Qualifications (RFSQ):** a solicitation based on establishing a pool of Qualified Vendors to provide Services through Master Agreements.
- 2.15 Statement of Qualifications (SOQ):** a Contractor's response to an RFSQ.
- 2.16 Statement of Work (SOW):** the document that provides a written description of tasks and summarizes Contractor's Work requirements and obligations, as set forth in Attachment 1 (Statement of Work) to this Master Agreement.
- 2.17 Work:** 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 Orders, Amendments, and Work Orders hereto.
- 2.18 Work Order:** a subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables. Unless circumstances justify otherwise, each Work Order must result from bids, solicited by and tendered to the County from Contractors. Unless otherwise specified, the County will select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No Work will be performed by Contractors except in accordance with validly bid and executed Work Orders. All executed Work Orders under this Master Agreement are incorporated herein as Exhibit H by this reference and made a part of this Master Agreement.

3 WORK

- 3.1** Pursuant to the provisions of this Master Agreement, Contractor must fully perform, complete and deliver on time, all tasks, deliverables, Services, and other Work as set forth in this Master Agreement, including Attachment 1 (Statement of Work), and any fully executed Work Order.
- 3.2** Contractor acknowledges that, subject to this Paragraph 3, all Work performed under this Master Agreement is payable in arrears on a per-Work Order basis in accordance with the terms and conditions of this Master Agreement, including this Paragraph 3 and Paragraph 5 (Contract Sum) below.
- 3.3** Upon determination by the County to solicit as-needed Services, the County will issue Work Orders to Contractors utilizing a competitive bidding process. It is understood by Contractor that the County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Contractors.
- 3.4** Upon determination by the County to solicit emergency Services, it is the County's intent to issue Work Orders to Contractors on a rotational

basis. Department retains the sole discretion to issue a Work Order to any Contractor based on the emergent needs of the County.

3.5 The County's procedures for issuing and executing Work Orders are generally as follows:

3.5.1 Upon determination by the County to issue a Work Order, the County will identify the Work to be performed and will issue a Work Order solicitation to all Contractors. The Work Order solicitation will include a brief description of the project and the Work required for the performance thereof.

3.5.2 Each interested Contractor must submit a not-to-exceed maximum price bid to the Department for the Work indicated on the Work Order solicitation by the timeframe specified on the Work Order solicitation. Work Order bids must conform to Exhibit D (Sample Work Order) to this Master Agreement.

3.5.2.1 Contractor's intentional gross underbidding or zero-cost bidding of a Work Order solicitation, for the sole purpose of securing a bid award, particularly, though not exclusively, for diagnostic Services (see Paragraph 3.5.8 below), will be considered non-responsible and therefore, null, and void, in the County's sole discretion.

3.5.3 To ensure Contractor is properly compensated for all Work provided, Contractor must build into each Work Order bid, its fully burdened not-to-exceed maximum price bid for the Work contemplated. For purposes of this Paragraph 3.5.3, "fully burdened" means those non-Work Order operating expenses such as administrative/clerical costs, material acquisition and handling, stocking and restocking fees, and other operating costs as applicable, and as further described in Paragraph 3.5.3.1 below.

3.5.3.1 Contractor's fully burdened not-to-exceed maximum price bid pricing must itemize, but not be limited to:

- a. Labor hours and hourly rates by employee classification (supervisor, heavy equipment operator, journey electrician, laborer, etc.),
- b. Heavy equipment fees (operating hours, fuel, etc.), and
- c. Repair parts, components, and raw materials costs.

3.5.4 In accordance with Paragraph 5.4 (Invoices and Payments) below, Contractor's invoices to the County must include, among other things, the actual Work hours performed, for each employee providing Work under the subject Work Order. Invoices lacking all required information will not be approved by the County for payment.

3.5.6 Response Time

a. Non-Emergency:

A non-emergency includes, but is not limited to, general/routine repairs, preventative maintenance, upgrades, inspection, testing and certification. Contractor must respond by the timeframe specified on the Work Order solicitation from the County. Upon the County's approval of a bid, the selected Contractor must begin Work and onsite presence within three Business Days, or as otherwise mutually agreed.

b. Emergency:

The County defines an emergency as: any condition(s) constituting a threat to health, welfare, and/or the safety of people and/or property, or that will adversely affect one or more essential services as determined by the County, in its sole discretion. Contractor must respond by the timeframe specified on the emergency Work Order solicitation from the County. Work and onsite presence must begin within four hours of Contractor's acceptance of a County-approved emergency Work Order, or as otherwise mutually agreed.

3.5.7 Upon review of non-emergency bid responses, the County will award a Work Order to Contractor with the lowest cost responsive and responsible bid, unless the Work Order solicitation specifies bid evaluation criteria other than lowest cost.

3.5.8 Prior to authorizing Work to commence, the County may in its sole discretion require Contractor to clarify any itemized costs presented in the winning bid response and the manner in which they are presented. The County reserves its sole right to question any line item of the bid response and, in consultation with Contractor, may request the removal of such line item along with a reduction to Contractor's not-to-exceed maximum price bid.

3.5.9 In the event that the lowest cost responsive and responsible Contractor is not available to provide Service within the County's timeframe, the County, in its sole discretion, may request Services from the next lowest cost, responsive and responsible Contractor until the County's requirements are filled.

3.5.10 In cases where the County can neither describe the Work requirements, nor the problem or solution required to fix the problem, an initial Work Order will be issued to diagnose the

problem. Upon Contractor diagnosing the problem and determining the cost of repairs, a supplemental Work Order will be negotiated with Contractor to perform and complete the repair.

3.5.11 Notwithstanding the above, if Contractor cannot determine the cause of the problem to affect repairs of the fuel equipment and would therefore require the removal or disassembly of the equipment to further diagnose and repair the system, a supplemental Work Order may be issued for the additional diagnostic Work. Only upon receiving an approved supplemental Work Order from County Project Manager, to perform and complete the repairs, may Contractor proceed with the actual repairs.

3.5.12 If at any time Contractor cannot fulfill a Work Order, County Project Manager will proceed to another Contractor.

3.6 Failure of Contractor to provide a written response to, and any required documentation in accordance with, a Work Order solicitation, within its specified timeframe, will disqualify Contractor from competing for the specified Work.

3.7 If Contractor provides any task, deliverable, Service, or other Work to the County other than what is specified in the Work Order, and/or that goes beyond the Work Order expiration date, and/or that exceeds the not-to-exceed maximum price bid as specified in the Work Order as originally written or modified in accordance with Paragraph 8.1 (Change Orders and Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor must make no claim whatsoever against the County.

4.0 TERM OF MASTER AGREEMENT

4.1 This Master Agreement is effective upon the date of its execution by Sheriff or his designee as authorized by the Board. This Master Agreement will expire on _____ unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 The County will 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 eight years. Each such option and extension will be exercised at the sole discretion of the Sheriff or his designee as authorized by the Board.

4.3 The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.

4.4 Contractor must 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 must send written notification to the Department at the address herein provided in Exhibit A (County's Administration) to this Master Agreement.

5.0 CONTRACT SUM

5.1 Total Contract Sum

Contractor will not be entitled to any payment by the County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by the County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department by the Board in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of this Master Agreement is the Contract Sum.

5.2 Written Approval for Reimbursement

Contractor will not be entitled to payment or reimbursement for any tasks or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of 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, will occur only with the County's express prior written approval.

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

5.3.1 Contractor will have no claim against the 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 must immediately notify the County and must immediately repay all such funds to the County. Payment by the County for Services rendered after expiration/termination of this Master Agreement will not constitute a waiver of the County's right to recover such payment from Contractor.

5.3.2 Notwithstanding the above, Contractor will 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 a Work Order that was validly executed during the term of this

Master Agreement. This provision will survive the expiration or other termination of this Master Agreement.

5.4 Invoices and Payments

- 5.4.1 Contractor must invoice the County separately for each validly executed Work Order only for providing the tasks, deliverables, Services, and other Work authorized and specified in Attachment 1 (Statement of Work) to this Master Agreement.
- 5.4.2 Payment for all Work is subject to the not-to-exceed maximum price bid specified on each individual County-approved Work Order, less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages) of this Master Agreement.
- 5.4.3 Contractor must satisfactorily perform all Work and must correct defective materials or workmanship prior to payment by the Department for Work performed.
- 5.4.4 The County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.5 Contractor must submit an original invoice, within ten Business Days after the County's acceptance of all completed Work, to County Project Manager at the address set forth in Exhibit A (County's Administration) to this Master Agreement.

5.4.6 Invoice Content

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Each invoice submitted by Contractor must specify the following:

- Invoice number and date,
- Contractor's name, address, and telephone number,
- County Work Order number and Contractor's Master Agreement number,
- Period of performance of Work being invoiced,
- Name(s) of persons who performed the Work,
- Copy of the approved not-to-exceed maximum price Work Order signed by County Project Director,
- Itemized listing of actual billable hours, actual fees, and other actual costs incurred, and

- Total amount of the invoice.

5.4.7 Submission of Invoices

- a. All Work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County Project Director, who will be responsible for a detailed evaluation of Contractor's performance before approval of Work and/or payment of invoice(s) is permitted.
- b. Contractor must submit invoices by the 15th Day of the month following the month in which Services were performed.
- c. In no event will the County be liable or responsible for any payment prior to such written approval. The Department will not be responsible for invoices submitted more than 60 Days after the date of Services rendered. The County will be under no obligation to remit payment for late, lost, or mishandled invoices.
- d. 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.

5.4.8 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 Days after receipt of an undisputed invoice.

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

- 5.5.1 The County has determined that the most efficient and secure default form of payment for goods and/or Services provided under this Master Agreement with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.5.2 Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process

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

- 5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.5.4 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), will decide whether to approve any exemption request.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

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

6.1 County Project Director

The responsibilities of County Project Director may include:

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

6.2 County Project Manager

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

The responsibilities of County Project Manager may include:

- 6.4.1 meeting with Contractor Project Manager on a regular basis,
- 6.4.2 preparing Work Orders, and
- 6.4.3 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 must notify the County in writing of any change in the name or address of the Contractor Project Manager.
- 7.1.2 Contractor Project Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with County Project Manager on a regular basis with respect to all active Work Orders.

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 must promptly notify the 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

The 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 must provide the 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 Contractor must provide, at Contractor's expense, all staff providing Services under this Master Agreement with a photo identification badge.

7.5 Background and Security Investigations

- 7.5.1 At any time prior to or during the term of this Master Agreement, all Contractor staff, non-employee staff, subcontractors, and agents of Contractor (collectively herein "Contractor's staff") performing Services under this Master Agreement must 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 will not be limited to, criminal conviction information obtained through a Driver License check or through fingerprints submitted to the California Department of Justice to include state, local, and federal-level review.

- 7.5.2 County Project Director will schedule the background investigation with the Department's Civilian Backgrounds Unit. The fees associated with the background investigation are at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.5.3 If a member of Contractor's staff does not pass the background investigation, the 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. The County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.4 The County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with the County's facility access.
- 7.5.5 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 does 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 must maintain the confidentiality of all records and information in accordance with all applicable federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality, including, without limitation, the County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense

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

- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing Services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor must sign and adhere to the provisions of Exhibit E3 (Contractor Acknowledgement and Confidentiality Agreement) to this Master Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Change Orders 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. The 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 must be prepared and executed by Contractor and by the Sheriff or his designee.
- 8.1.2 For any change which does not materially affect the scope of Work, term, price, payments, or any other term or condition of this Master Agreement, a Change Order to this Master Agreement must 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 term or condition of this Master Agreement, an Amendment to this Master Agreement must be executed by Contractor and the Board.
- 8.1.4 The Sheriff or his designee may, at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to this Master Agreement must be prepared and executed by Contractor and by Sheriff or his designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

8.3 Authorization Warranty

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

- 8.4.1 Within ten Business Days after this Master Agreement's effective date, Contractor must provide the County with Contractor's policy for receiving, investigating, and responding to user complaints.
- 8.4.2 The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in Contractor's policy, Contractor must 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 must submit proposed changes to the County for approval before implementation.
- 8.4.5 Contractor must 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 will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses must 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 must comply with all applicable federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 must be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding

sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the 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 will, 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. Additionally, Contractor certifies to the County:

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

8.7 Compliance with County's Jury Service Program

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

8.7.2 Written Employee Jury Service Policy

- a. Unless Contractor has demonstrated to the 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 must have and adhere to a written policy that provides that its employees will receive from 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 Contractor or that Contractor deduct from the employees 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 the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County 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 the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform Services for the County under this Master Agreement, the subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- c. If Contractor is not required to comply with the Jury Service Program when this Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify the 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 must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Master Agreement and at its sole discretion, that Contractor demonstrate to the 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 may constitute a material breach of this Master Agreement. In the event of such material breach, the 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 the 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, will 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 will in any way participate in the County’s approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such Work.

8.8.2 Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.8 will be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoffs 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 must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this 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 must 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 will mean that Contractor must interview qualified candidates. The County will refer GAIN/GROW participants by job category to Contractor. Contractors must 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 must 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 the County's 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 the County acquires information concerning the performance of Contractor on this or other Master Agreements which indicates that Contractor is not responsible, the 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 the 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 Master Agreements that Contractor may have with the County.

8.11.3 Non-responsible Contractor

The 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 the County or a

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

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 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will 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 will be presented to the Board. The Board will 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. The 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 the 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- f. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will 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 will also apply to subcontractors of County Contractors.

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

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post Exhibit C (Safely Surrendered Baby Law) to this Master Agreement, in a prominent position at Contractor's place of business. Contractor must also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's

place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

8.13.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or 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 the 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 will during the term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 County's Quality Assurance Plan

The 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 the 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 the County and Contractor. If improvement does not occur consistent with the corrective action measures, the 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 must 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 must be made immediately after Contractor has become aware of such damage, but in no event later than 30 Days after the occurrence.
- 8.15.2 If Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs must 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 must obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 Contractor must indemnify, defend, and hold harmless the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Master Agreement.

8.17 Counterparts and Electronic Signatures and Representations

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

The County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments

prepared pursuant to Paragraph 8.1 (Change Orders and Amendments) and received via communications facilities (e.g., facsimile, email, or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

8.18 Fair Labor Standards

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

8.19 Force Majeure

8.19.1 Neither party will 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 will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this 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 will 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 will be exclusively in the County.

8.21 Independent Contractor Status

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

8.21.2 Contractor is solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Master Agreement all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of 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 the County. Contractor is 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 must adhere to the provisions stated in Paragraph 7.6 (Confidentiality) of this Master Agreement.

8.22 Indemnification

Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this 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 the County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.24 (Insurance Cover) 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. The 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 the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) have been given Insured status under the Contractor's General Liability policy, must be delivered to the County at the address shown below and provided prior to commencing Services under this Master Agreement.
- Renewal Certificates must be provided to the County not less than ten Days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates must 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 must match the name of Contractor identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County-required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by

Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

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

Contractor also must promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on the County property, and any loss, disappearance, destruction, misuse, or theft of the County property, monies or securities entrusted to Contractor. Contractor also must promptly notify the 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 the County.

8.23.2 Additional Insured Status and Scope of Coverage

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

8.23.3 Cancellation of or Changes in Insurance

Contractor must provide the County with, or Contractor's insurance policies must contain a provision that the County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to the County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change.

8.23.4 Failure to Maintain Insurance

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

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Must Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under Contractor's own policies, or must provide the County with each subcontractor's separate evidence of insurance coverage. Contractor is responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and must require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's general liability policy. Contractor must obtain the 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 will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.23.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date will precede the effective date of this Master Agreement. Contractor understands and agrees it must 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 must 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

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

8.23.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the 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 the 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 must 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 must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to the County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 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 \$3 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three years following this Master Agreement's expiration, termination, or cancellation.

8.24.5 Pollution Liability Insurance covering Contractor's liability arising from the release, discharge, escape, dispersal, or

emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of pollutants in compliance with the governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above for the removal of pollutants from the worksite. Contractor must maintain limits of not less than \$2 million per occurrence and \$4 million aggregate.

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 their 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 the 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 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 will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor; and/or
 - c. Upon giving five Days' notice to Contractor for failure to correct the deficiencies, the County may correct

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

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

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

8.26 Most Favored Public Entity

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

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 will 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 certifies to the County each of the following:

- a. Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- b. Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- c. Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- d. Where problem areas are identified in employment practices, Contractor has a system for taking

reasonable corrective action, to include establishment of goals or timetables.

- 8.27.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, 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 must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 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 will comply with all applicable federal and state laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, 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 must 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 the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the 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 the Contractor has violated federal or state anti-

discrimination laws or regulations will constitute a finding by the 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, the County will, 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 will be construed as creating any exclusive arrangement with Contractor. This Master Agreement will 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 must, within one Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 Notice of Disputes

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

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor must notify and provide to its employees, and must require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in the County, and where and how to safely surrender a baby. The information is set forth in Exhibit C (Safely

Surrendered Baby Law) to this Master Agreement. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.33 Notices

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

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the 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) below; 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 the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned

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

8.36 Publicity

8.36.1 Contractor must 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, the County will not inhibit Contractor from publishing its role under this Master Agreement within the following conditions:

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

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

8.37 Record Retention and Inspection-Audit Settlement

Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this 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, must be kept and maintained by Contractor and must be made available to the County during the term of this Master Agreement and for a period of five years thereafter unless the County's written permission is given to

dispose of any such material prior to such time. All such material must be maintained by Contractor at a location within the County, provided that if any such material is located outside the County, then, at the County's option, Contractor must pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of 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 must file a copy of such audit report with the County's Auditor-Controller within 30 Days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Master Agreement. The County will 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 will constitute a material breach of this Master Agreement upon which the 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 the County may conduct an audit of Contractor regarding the Work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such Work is less than payments made by the County to Contractor, then the difference will be either: a) repaid by Contractor to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such Work is more than the payments made by the County to Contractor, then the difference will be paid to Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds appropriated by the 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 the 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 the County**. Any attempt by Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.39.2 If Contractor desires to subcontract, Contractor must provide the following information promptly at the County's request:
- A description of the Work to be performed by the subcontractor,
 - A draft copy of the proposed subcontract, and
 - Other pertinent information and/or certifications requested by the County.
- 8.39.3 Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.39.4 Contractor must remain fully responsible for all performances required of it under this Master Agreement, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing Services under this 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 the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.39.7 Contractor must be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Contractor must ensure delivery of all such documents to County Contract Compliance Manager as

listed in Exhibit A (County's Administration) to this Master Agreement, before any subcontractor employee may perform any Work hereunder.

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

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

8.41 Termination for Convenience

8.41.1 The County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of Work hereunder will be affected 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 will be no less than ten Days after the notice is sent.

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

- Stop work under the Work Order or under this Master Agreement, as identified in such notice,
- Transfer title and deliver to the County all completed Work and Work in process, and
- Complete performance of such part of the Work as would 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 or Work Order must be maintained by Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) above.

8.42 Termination for Default

8.42.1 The 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 any Work Order issued hereunder, or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order 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 the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1 above, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. Contractor must 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 will 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, including any Work Order issued hereunder, 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 the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of 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 will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

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

8.43 Termination for Improper Consideration

- 8.43.1 The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Master Agreement if it is found that improper 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, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.43.2 Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, tangible gifts, or other such items and means.

8.44 Termination for Insolvency

8.44.1 The County may terminate this Master Agreement if any of the following occurs:

- Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code,
- 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 the County provided in this Paragraph 8.44 are not 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, must fully comply with this County Lobbyist Ordinance. 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 will constitute a material breach of this Master Agreement, upon which the 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, the County will not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Master Agreement in the 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 will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will 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 will not be affected thereby.

8.48 Waiver

No waiver by the County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 will 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, the County has the right to terminate this Master Agreement and at its sole discretion, may deduct from the Master Agreement price, the 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 the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through a contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the 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 above will constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten Days of notice will be grounds upon which the County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.52 Time off For Voting

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

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

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

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

Disqualification of any member of Contractor's staff pursuant to this Paragraph 8.53 will 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, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Contractor's violation of this Paragraph 8.55 may constitute a material breach of this Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate this Master Agreement.

8.56 Compliance with the County's Policy of Equity

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

8.57 Prohibition from Participation in Future Solicitation(s)

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

8.58 Injury and Illness Prevention Program

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

8.59 Intentionally Omitted

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Local Small Business Enterprise (LSBE) Preference Program

- 9.6.1 This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.6.2 Contractor must 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.
- 9.6.3 Contractor must 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.
- 9.6.4 If Contractor has obtained County 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, must:
- a. Pay to the County any difference between the Master Agreement amount and what the 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 will 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.

9.7 Social Enterprise (SE) Preference Program

- 9.7.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.7.2 Contractor must 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 must 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.

9.7.4 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 must:

- a. Pay to the County any difference between the Master Agreement amount and what the 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 will 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.

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

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

9.8.2 Contractor must 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 must 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 County 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 must:
- a. Pay to the County any difference between the Master Agreement amount and what the 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 will 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.

9.9 Licenses, Permits, Registrations, Accreditation, and Certificates

Contractor must 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 must further ensure that all of its officers, employees, subcontractors, 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 the County, Contractor must provide a copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to County Project Manager.

10. Survival

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

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.5.2

Paragraph 8.18 (Fair Labor Standards)

Paragraph 8.29 (Force Majeure)

Paragraph 8.20 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.22 (Indemnification)

Paragraph 8.23 (General Provisions for all Insurance Coverage)

Paragraph 8.24 (Insurance Coverage)

Paragraph 8.25 (Liquidated Damages)

Paragraph 8.33 (Notices)

Paragraph 8.37 (Record Retention and Inspection-Audit Settlement)

Paragraph 8.41 (Termination for Convenience)

Paragraph 8.42 (Termination for Default)

Paragraph 8.47 (Validity)

Paragraph 8.48 (Waiver)

Paragraph 8.57 (Prohibition from Participation in Future Solicitation(s))

Paragraph 10 (Survival)

**MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT
AND**

FOR

**FUEL DISPENSING AND STORAGE EQUIPMENT
INSPECTION, COMPLIANCE, AND REPAIR SERVICES**

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

COUNTY OF LOS ANGELES

By: ROBERT G. LUNA, SHERIFF

Date: _____

CONTRACTOR

By: _____

Signed: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: 
Michele Jackson
Principal Deputy County Counsel

ATTACHMENT 1

STATEMENT OF WORK

**FUEL DISPENSING AND STORAGE EQUIPMENT
INSPECTION, COMPLIANCE, AND REPAIR SERVICES**

**ATTACHMENT 1
STATEMENT OF WORK
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INSPECTION, COMPLIANCE, AND REPAIR SERVICES

1.0 SCOPE OF WORK

- 1.1 Los Angeles County (County) Sheriff's Department (Department) is seeking qualified Contractors that can provide fuel dispensing and storage equipment inspection, compliance, and repair services (Services) on an as-needed basis. Contractor must provide Services for County-owned fueling stations with either aboveground and/or underground fuel storage tanks, at various County facilities. Onsite Services may include: performing fuel system inspections, repairs, maintenance, upgrades, removals, abandonments, replacements, and performing tank integrity testing. Other Services may also include, but not be limited to: preparing and submitting permit applications and design and as-built drawings, expediting permit issuances, responding to and correcting Notice of Violations (NOVs), and obtaining and uploading required information into the California Environmental Reporting System (CERS).
- 1.2 Contractor must be certified, licensed, qualified and capable of performing all Work requirements specified in Paragraph 3.0 (Specific Work Requirements) of this Statement of Work (SOW).
- 1.3 No Work will be performed under the Master Agreement except in accordance with a fully executed Work Order issued pursuant to Paragraph 3 (Work) of the Master Agreement.
- 1.4 Onsite Services are to be provided at the various Department locations listed in Attachment 2 (Fueling Station Locations) to the Master Agreement. The Department may decide to add and/or remove fueling station locations at any time throughout the entire term of the Master Agreement.
- 1.5 The execution of a Master Agreement does not guarantee a Contractor any minimum amount of Work. The County does not promise, warrant, or guarantee that the County will utilize any particular level of Contractor's Service, or any Services at all, during the term of the Master Agreement. The determination as to the need for Services will rest solely within the discretion of the Department.

2.0 WORK ORDER PROCESS

The County's procedures for issuing Work Orders to Qualified Contractors are set forth in Paragraph 3 (Work) of the Master Agreement.

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3.0 SPECIFIC WORK REQUIREMENTS

3.1 WORK DESCRIPTION

- 3.1.1 Non-emergency: includes, but is not limited to, general/routine repairs, preventative maintenance, upgrades, inspection, testing and certification.
- 3.1.2 Emergency: any condition(s) which constitutes a threat to the health, welfare, and/or the safety of people and/or property, or a condition that will adversely affect the Department's delivery of one or more essential services as determined by the County, in its sole discretion.

3.2 TYPES OF SERVICES

Contractor must provide all supervision, labor, equipment, tools, raw material, supplies, and other items and/or services necessary to perform all Work, including, but not limited to:

3.2.1 Repair Services:

- Produce drawings and/or permit application(s) as detailed in Paragraph 3.3 (Permits and Licenses) below,
- Grind and remove the Underground Storage Tank (UST) sump electrical and piping penetrations,
- Provide and install split repair penetrations in the UST sump,
- Provide and install split repair test boots on the lines in the UST sump,
- Provide and install mechanical line leak detectors,
- Provide and install discriminating/non-discriminating float sensors at all UST sump locations,
- Provide and install annular/interstitial space sensors,
- Provide and install relay modules in the monitoring panel,
- Replace overflow flapper valve (drop tube) in the UST sump,
- Replace penetrations inside the UST sump containment, including removing all penetration fittings and materials; replacing penetration fittings with Bravo retrofit fittings; and wrapping and coating all UST sump penetrations (including electrical penetrations) with fiberglass materials similar to UST sump walls,
- Perform Veeder-Root panel component testing, repair, and programming,
- Breakout, remove, and replace Under Dispenser Container (UDC),

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- Replace penetrations inside UDC, including removing all penetration fittings and materials; replacing penetration fittings with Bravo retrofit fittings; and encompassing all UDC penetrations including electrical penetrations with fiberglass materials similar to containment walls,
- Remove any and all components of fuel dispensers to ensure proper operation, including the replacement of fuel dispensers, if necessary,
- Repair and/or replace primary and secondary fuel lines,
- Replace functional element valve,
- Remove and/or replace the UST and Aboveground Storage Tank (AST),
- Repair and/or replace the fuel monitoring system,
- Repair, replace, and/or troubleshoot fuel monitoring systems including, but not limited to, Submersible Turbine Pump (STP) Smart Controller 1 (SC1) monitoring system and Red Jacket systems,
- Repair and/or replace the UST spill bucket container,
- Repair and/or replace the manhole and tank manway covers, including components associated with proper operation,
- Provide and replace the inline filters required for Jet A systems,
- Repair and/or replace all vent lines,
- Paint/recoat the AST,
- Provide all repairs and/or modifications for reel repairs or replacements on the Jet A fueling stations (reels must be Hannay Reels or equivalent),
- Provide Spill Prevention and Containment Countermeasure (SPCC) documents when necessary,
- Perform UST and AST fuel polishing and/or tank triple rinsing,
- Provide and install hoses, breakaways, nozzles, pumps, hose reels, and lanyards due to drive-offs,
- Reset and clear any issues or alarms related to pulsar failure and/or any type of alarms at Veeder-Root panels to ensure all systems are normal and operational,
- Repair and/or replace STP assembly and associated components to ensure proper operation of the AST,
- Replace solenoids associated with UST and AST fueling systems, and
- Repair and/or replace transition sumps.

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3.2.2 Testing Services:

- Perform secondary containment testing on the existing or repaired sumps,
- Perform monitoring system certification testing including line leak detector testing,
- Perform helium testing on all vapor lines,
- Perform vapor recovery system testing,
- Perform Veeder-Root panel testing and reprogramming,
- Perform spill container testing,
- Perform precision line testing,
- Perform UDC testing,
- Perform integrity testing on all USTs and ASTs, and
- Perform overfill prevention testing.

3.2.3 Inspection Services:

- Perform secondary containment inspection,
- Perform monitoring system certification inspection, including line leak detector inspection,
- Perform helium inspection of all vapor lines,
- Perform vapor recovery system inspection,
- Perform Veeder-Root panel inspection,
- Perform overfill prevention equipment inspection,
- Perform spill container inspection,
- Perform precision line inspection,
- Perform UDC inspection,
- Perform designated UST operator monthly inspections, and
- Perform inspections on Jet A fuel systems.

3.3 PERMITS AND LICENSES

- 3.3.1 Contractor must adhere to all regulatory requirements and must apply for and provide the County with all necessary permits, documentation, and testing results to ensure compliance and completion of Work requested. All costs associated with permits and filings must be included in the Work Order bids pursuant to Paragraph 3 (Work) of the Master Agreement. Contractor must provide copies of all permits and filings prior to commencement of Work.

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- 3.3.2 In the event of a renewal or loss of a permit or license, Contractor must immediately notify County Project Manager and provide copies of the relevant renewal or cancellation to County Project Manager.
- 3.3.3 Contractor, its agents, and employees will be bound by and must comply with all applicable provisions of the California Labor Code as pursuant to Paragraph 8.5 (Compliance with Applicable Laws) and Paragraph 8.18 (Fair Labor Standards) of the Master Agreement, as well as all other applicable federal, state, and local laws related to labor. Contractor must comply with California Labor Code Section 1777.5 with respect to the employment of apprentices.

3.4 PARTS, MATERIALS, AND EQUIPMENT REQUIREMENTS

- 3.4.1 All parts, materials, and replacement equipment must be identified on the Work Order and approved by County Project Manager in writing prior to installation. Contractor must provide manufacturer documentation to County Project Manager for all replacement equipment.
- 3.4.2 All furnished replacement equipment must be new, labeled, and certified by a laboratory listed in the U.S. Occupational Safety and Health Administration's Nationally Recognized Testing Laboratory Program (e.g., Underwriter Laboratory) and must be properly rated for the intended environment.
- 3.4.3 All provided materials and equipment must be new and installed as recommended by the manufacturer. All materials and equipment must be properly tested, regulated, adjusted, and placed in proper operating condition before the Work can be accepted by the County.
- 3.4.3.1 When an article of manufacture is mentioned by a patent, a trade name, or a manufacturer's name, it is intended to establish a standard of merit. Articles of other manufacturers that are not mentioned may be used provided they are of the same type and of equal quality. The Department will be the sole judge as to "equal".

4.0 WORK ORDER RESPONSE TIMES

4.1 NON-EMERGENCY WORK

Contractor must commence Work on the fully executed Work Orders for Non-emergency repairs within three Business Days of County Project

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Manager's direction to commence Work, or as otherwise mutually agreed upon.

4.2 EMERGENCY WORK

4.2.1 Contractor must be available to perform Emergency Services at any time during a 24-hour period, seven days per week, 365 days per year.

4.2.2 Contractor must commence Work on a fully executed Work Order for Emergency repairs within four hours of County Project Manager's direction to commence Work, or as otherwise mutually agreed upon.

5.0 ON-SITE WORK REQUIREMENTS

5.1 Contractor must meet with County Project Manager prior to start of any Work at the County jobsite.

5.2 Contractor must notify County Project Manager prior to arrival at, and departure from the County jobsite.

5.3 Access to the County jobsite must be limited to Contractor's staff that have passed a background investigation as set forth in Paragraph 7.5 (Background and Security Investigations) of the Master Agreement. Notwithstanding the above, the County may, in its sole discretion, allow temporary access to the jobsite by Contractor's staff that have not yet completed a background investigation. Such staff with temporary access must be escorted by a Department employee at all times.

5.4 All Contractor's staff approved by the County must display their company's photo identification card/badge at all times while on County property. Identification card/badge must be visible and worn above the waist.

5.5 Contractor must ensure that at least one staff member, who is licensed and/or certified to perform the Work, is present at the County jobsite at all times.

5.6 Contractor's quality control supervisor or representative must inspect the completed Work to ensure the Work has been completed in accordance with manufacturer's specifications, current building code requirements, established construction practices, and required safety standards, as applicable.

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6.0 ON-SITE SAFETY REQUIREMENTS

- 6.1 Contractor and Contractor's Work operations shall comply with all applicable federal, state, and local occupational health and safety regulations for all jobsite personnel, whether employees or nonemployees of Contractor, inclusive of all safety regulations for all equipment and materials used or operated under Contractor's supervision at the County jobsite.
- 6.2 Contractor must ensure all Contractor's staff is fully trained in their respective roles prior to entering the County jobsite.
- 6.3 Contractor must provide, at Contractor's expense, personal protective equipment for all staff under Contractor's supervision at the County jobsite.
- 6.4 Contractor is responsible for the security of the County jobsite when engaged to perform Work. Contractor must not cede responsibility for the County jobsite security at any time to any subcontractor, or other entity approved by the County to Work at the jobsite.
- 6.5 Contractor must provide security fencing around the County jobsite, including padlock(s) for existing entry gate(s), as needed, and/or directed by the County. Contractor must adhere to all necessary safety and security measures against hazards to prevent injury, theft, vandalism, damage, and unauthorized access.
- 6.6 Contractor must, at Contractor's expense, provide secure storage of all tools, equipment, and machinery at the County jobsite. Contractor is responsible for securing its equipment, tools, parts, and/or materials in the storage facilities.
- 6.7 Notwithstanding the above, the County may, in its sole discretion, provide storage facilities or storage areas for Contractor use while performing Work. The County will not be liable, however, for any damage, by whatever means, or for theft of equipment, tools, parts, and/or materials, whether on the County jobsite or in the designated storage facility or storage area.
- 6.8 The location and layout of all equipment and materials at each County jobsite will be subject to County Project Manager's approval. Such approval does not relieve Contractor of its responsibilities to maintain a safe working environment.

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- 6.9 Contractor must perform all Work in a manner that will not cause an obstruction or inconvenience to traffic, or disruption to County operations.
- 6.10 Contractor must ensure that the County jobsite remains neat, clean, and safe at all times.
- 6.11 Contractor is responsible for the proper handling and disposal of all hazardous materials from the County jobsite.
- 6.12 Contractor must remove all padlock(s) and security fencing within 24 hours of completion of Work.

7.0 WARRANTIES

- 7.1 Contractor certifies and warrants that all Work performed by Contractor will be free from deficiencies and/or failures for a period of one year after completion by Contractor, or during Contractor's standard warranty period, whichever is longer.
- 7.2 Contractor certifies and warrants that all Contractor-furnished third-party materials and/or equipment will be free from original or developed defects for a minimum period of one year after installation by Contractor, or during any third-party standard warranty period, whichever is longer.
- 7.3 Should original or developed defects, deficiencies, and/or failures appear which are, in the County's sole discretion, attributable to Contractor's Work within one year after completion by Contractor, or during Contractor's standard warranty period, whichever is longer, Contractor must, at Contractor's sole expense, remedy such original defects, developed defects, deficiencies, and/or failures, and make all replacements and adjustments that are required to remedy the defect(s) at no additional cost to the County.
- 7.4 Should original or developed defects, deficiencies, and/or failures appear in the materials, parts, or equipment furnished by Contractor, within one year after installation by Contractor, or during the original equipment manufacturer's standard warranty period, or any third-party manufacturer's warranty period, whichever is greater, Contractor must make all material, parts, and/or equipment replacements and adjustments, inclusive of labor, that are required to remedy the defect(s) at no additional cost to the County.

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7.5 WARRANTY RESPONSE TIME:

- a. Non-emergency:
Contractor must commence all corrective Non-emergency warranty repairs within three Business Days of notification by County Project Manager.
- b. Emergency:
Contractor must commence all corrective Emergency warranty repairs within four hours of notification by County Project Manager.

7.6 Contractor's failure to correct a defect during the warranty period may be deemed a breach of the Master Agreement in the County's sole discretion.

8.0 DAMAGE TO COUNTY FACILITIES, BUILDING, OR GROUNDS

Contractor must repair any damage to County facilities, buildings, or grounds pursuant to Paragraph 8.15 (Damage to County Facilities, Buildings, or Grounds) of the Master Agreement.

9.0 TRANSPORTATION

Contractor must provide transportation to and from the County jobsite for its staff performing Services, and for any equipment and materials required to perform Services, under a fully executed Work Order.

10.0 QUALITY ASSURANCE PLAN

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

10.2 CONTRACT DISCREPANCY REPORT (EXHIBIT F TO THE MASTER AGREEMENT)

- 10.2.1 Contractor must verbally notify County Project Manager of a Master Agreement discrepancy as soon as possible whenever a Master Agreement discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by Department and Contractor.
- 10.2.2 County Project Manager will determine whether a formal Contract Discrepancy Report will be issued. Upon receipt of this document, Contractor is required to respond in writing to County Project Manager within ten Business Days acknowledging the reported

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discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report must be submitted to County Project Manager within ten Business Days.

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ATTACHMENT 2 FUELING STATION LOCATIONS

Fueling Location* / Facility Name	Facility Address	City	Zip Code
AERO BUREAU	3252 LONG BEACH BLVD.	LONG BEACH	90806
ALTADENA SHERIFF'S STATION	780 E. ALTADENA DR.	ALTADENA	91001
BARLEY FLATS	1 BARLEY FLATS RD.	LA CANADA FLINTRIDGE	91011
BISCAILUZ CENTER RANGE (SEB RANGE)	1060 N. EASTERN AVE.	LOS ANGELES	90063
CARSON SHERIFF'S STATION	21356 S. AVALON BLVD.	CARSON	90745
CENTURY REGIONAL DETENTION CENTER (CRDF)	11705 S. ALAMEDA ST.	LYNWOOD	90262
COMMUNITY ORIENTED POLICING TEAMS (COPS)	4850 CIVIC CENTER WAY	LOS ANGELES	90022
COMPTON SHERIFF'S STATION	301 S. WILLOWBROOK AVE.	COMPTON	90220
CRESCENTA VALLEY SHERIFF'S STATION	4554 N. BRIGGS AVE.	LA CRESCENTA	91214
EAST LOS ANGELES SHERIFF'S STATION	5019 E. 3RD ST.	LOS ANGELES	90022
EMERGENCY OPERATIONS BUREAU (EOB)	1275 N. EASTERN AVE.	LOS ANGELES	90063
FACILITIES SERVICES BUREAU (PDC-FSB)	29380 THE OLD RD.	CASTAIC	91384
INDUSTRY SHERIFF'S STATION	150 N. HUDSON AVE.	CITY OF INDUSTRY	91744
INDUSTRY SHERIFF'S STATION HELIPORT	140 N. HUDSON AVE.	CITY OF INDUSTRY	91744
LAKEWOOD SHERIFF'S STATION	5130 N. CLARK AVE.	LAKEWOOD	90712
LANCASTER SHERIFF'S STATION	501 W. LANCASTER BLVD.	LANCASTER	93534
LOMITA SHERIFF'S STATION	26123 S. NARBONNE AVE. #1	LOMITA	90717
MALIBU / LOST HILLS SHERIFF'S STATION	27050 AGOURA RD.	AGOURA	91301
MARINA DEL REY SHERIFF'S STATION	13851 FIJI WAY	MARINA DEL REY	90292
MEN'S CENTRAL JAIL (MCJ)	441 E. BAUCHET ST.	LOS ANGELES	90012
MIRA LOMA DETENTION FACILITY (MLDF)	45100 N. 60TH ST. W.	LANCASTER	93536
NORTH COUNTY CORRECTIONAL FACILITY (NCCF)	29340 THE OLD RD.	CASTAIC	91384
NORWALK SHERIFF'S STATION	12335 CIVIC CENTER DR.	NORWALK	90650
OPERATION SAFE STREETS BUREAU (OSSB)	4331 LENNOX BLVD.	INGLEWOOD	90304
PALMDALE SHERIFF'S STATION	750 E. AVENUE Q #B	PALMDALE	93550
PICO RIVERA SHERIFF'S STATION	6631 S. PASSONS BLVD.	PICO RIVERA	90660
PITCHES DETENTION CENTER NORTH FACILITY (PDC NORTH)	29320 THE OLD RD.	CASTAIC	91384
PITCHES DETENTION CENTER SOUTH FACILITY (PDC SOUTH)	29330 THE OLD RD.	CASTAIC	91384
PITCHES DETENTION CENTER WAYSIDE (PDC WAYSIDE)	29300 THE OLD RD.	CASTAIC	91384
SAN DIMAS SHERIFF'S STATION (NEW)	270 WALNUT AVE.	SAN DIMAS	91773
SAN DIMAS SHERIFF'S STATION (OLD)	122 N. SAN DIMAS AVE.	SAN DIMAS	91773
SANTA CLARITA VALLEY SHERIFF'S STATION (NEW)	26201 GOLDEN VALLEY ROAD	SANTA CLARITA	91350
SANTA CLARITA VALLEY SHERIFF'S STATION (OLD)	23740 W. MAGIC MOUNTAIN PKWY.	SANTA CLARITA	91355
SHERIFF'S COMMUNICATION CENTER (SCC)	1277 N. EASTERN AVE.	LOS ANGELES	90063
SHERMAN BLOCK BUILDING (SBB)	4700 W. RAMONA BLVD.	MONTEREY PARK	91754
SOUTH LOS ANGELES SHERIFF'S STATION	1310 W. IMPERIAL HWY.	LOS ANGELES	90044
SPECIAL ENFORCMENT BUREAU (SEB)	1060 N. EASTERN AVE. #A	LOS ANGELES	90063
STARS CENTER	11515 COLIMA RD.	WHITTIER	90604
TEMPLE CITY SHERIFF'S STATION (TEMPLE STATION)	8838 E. LAS TUNAS DR.	TEMPLE CITY	91780
TWIN TOWERS CORRECTIONAL FACILITY (TTCF)	450 E. BAUCHET ST.	LOS ANGELES	90012
WALNUT SHERIFF'S STATION	21695 E. VALLEY BLVD.	WALNUT	91789
WEST HOLLYWOOD SHERIFF'S STATION	780 N. SAN VICENTE BLVD.	WEST HOLLYWOOD	90069

*The Department may decide to add and/or remove fueling station locations at any time throughout the entire term of the Master Agreement.

**MASTER AGREEMENT FOR
FUEL DISPENSING AND STORAGE EQUIPMENT
INSPECTION, COMPLIANCE, AND REPAIR SERVICES**

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COUNTY'S ADMINISTRATION

MASTER AGREEMENT 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: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT 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:

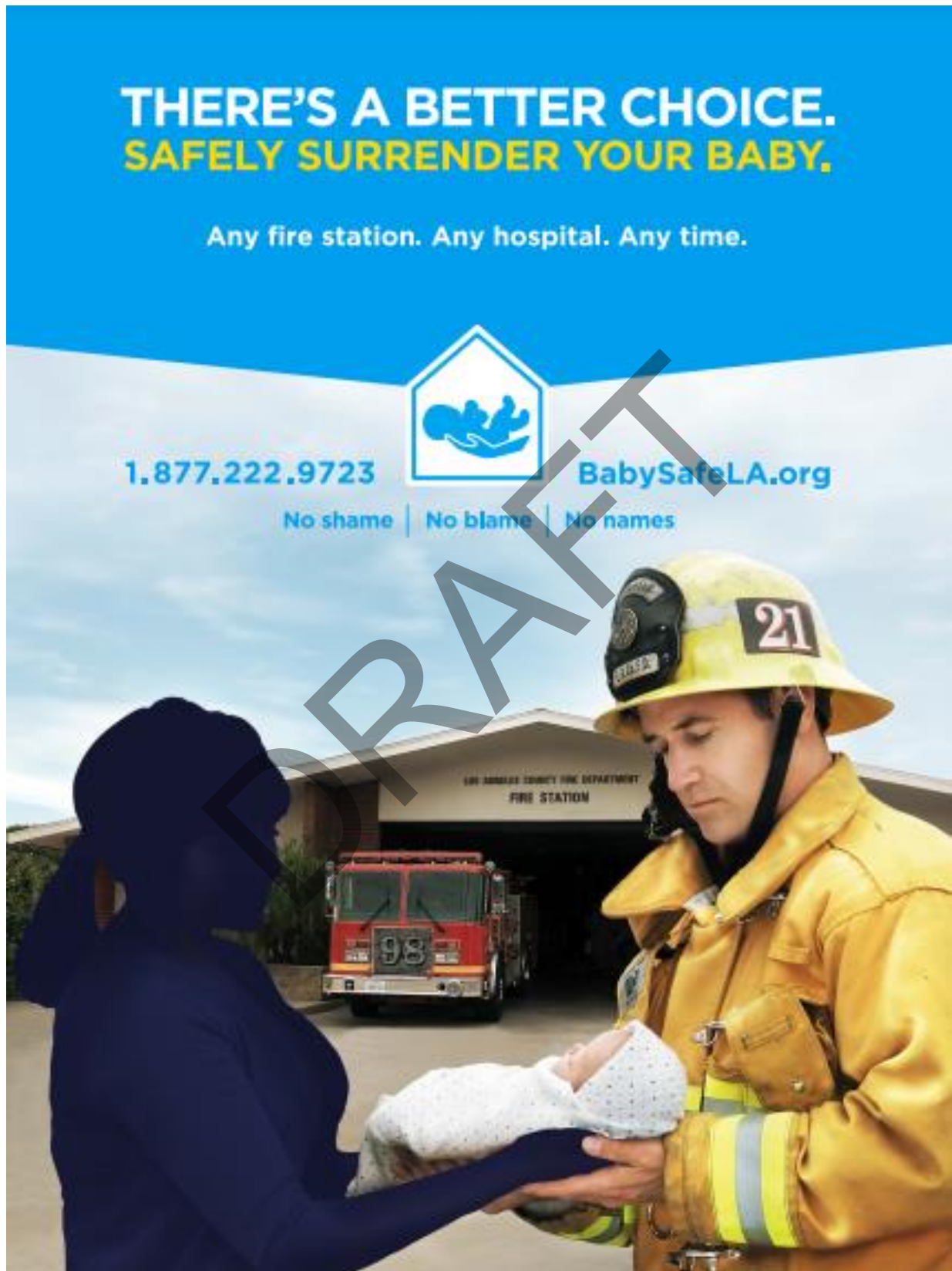
Title:

Address:

Telephone:

Facsimile:

E-Mail Address:



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
FACILITIES SERVICES BUREAU
4700 Ramona Blvd., Monterey Park, CA 91754
Phone (323) 981-6068 Fax (323) 267-6609**

<input type="checkbox"/> Non-Emergency
<input type="checkbox"/> Emergency

SAMPLE WORK ORDER

I. WORK ORDER SOLICITATION

WORK ORDER NO.:		COUNTY MASTER AGREEMENT NO.:	703XX
BID DUE DATE & TIME:			
CONTRACTOR NAME:			
COUNTY DIRECTOR:			
COUNTY MANAGER:			
PROJECT TITLE:			
PROJECT LOCATION:			
PROJECT DESCRIPTION:			

II. CONTRACTOR'S BID

QTY	DESCRIPTION: (LABOR, EQUIPMENT, PARTS, MATERIAL, ETC.)	U.O.M.	RATE/PRICE	EXTENDED TOTAL
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

SUBTOTAL: NON-TAXABLE	\$
SUBTOTAL: TAXABLE	\$
TAX _____%	\$
NOT-TO-EXCEED MAXIMUM PRICE BID	\$

CONTRACTOR

Work Order No.: _____

Master Agreement No.: 703XX

III. CONTRACTOR

Signature: _____

Bid Amount: \$ _____

Name and Title: _____

Date: _____

Contractor's signature on this Work Order confirms Contractor's awareness of, and agreement with, the provisions of Paragraph 3 (Work) of the Master Agreement, which establish that Contractor will not be entitled to any compensation whatsoever for any task, deliverable, Service, or other Work:

- A. that exceeds the scope of this Work Order, and/or
- B. that exceeds the not-to-exceed maximum price bid of this Work Order, and/or
- C. that is performed after the expiration or termination of this Master Agreement without a validly executed Work Order, regardless of any oral promise made to Contractor by any County personnel whatsoever.

Contractor's intentional gross underbidding or zero-cost bidding of a Work Order solicitation, for the sole purpose of securing a bid award, particularly, though not exclusively, for diagnostic Services (see Paragraph 3.5.2 of the Master Agreement), will be considered non-responsible and therefore, null and void, in County's sole discretion.

ALL TERMS OF THE MASTER AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

ONLY COUNTY PROJECT DIRECTOR IS AUTHORIZED TO EXECUTE THIS WORK ORDER FOR THE COUNTY.

WORK ORDER IS NOT VALID WITHOUT PRIOR WRITTEN APPROVAL.

IV. COUNTY ACCEPTANCE OF CONTRACTOR'S BID

The County hereby accepts Contractor's bid above for the performance of Services under this Work Order and the Master Agreement.

Signature: _____

Date: _____

Name/Title: _____

INTENTIONALLY OMITTED

DRAFT

**FUEL DISPENSING AND STORAGE EQUIPMENT
INSPECTION, COMPLIANCE, AND REPAIR SERVICES
MASTER AGREEMENT**

CERTIFICATION OF EMPLOYEE STATUS

CONTRACTOR NAME

WORK ORDER NO. _____ 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

**FUEL DISPENSING AND STORAGE EQUIPMENT
INSPECTION, COMPLIANCE, AND REPAIR SERVICES**

MASTER AGREEMENT

CERTIFICATION OF NO CONFLICT OF INTEREST

CONTRACTOR NAME

WORK ORDER NO. _____ 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 will not contract with, and will reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
 2. Profit-making firms or businesses in which employees described in 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

Contractor Name _____

Work Order No. _____

County Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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 Project Manager.

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

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

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

Signature of Authorized Official: _____

Date: ____/____/____

Printed Name of Authorized Official: _____

Title of Authorized Official: _____

CONTRACT DISCREPANCY REPORT**TO:****FROM:****DATES:** Prepared by County: _____ Received by Contractor: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: __________

Signature of County Representative_____
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):** __________

Signature of Contractor Representative_____
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** __________

Signature of County Representative_____
Date**COUNTY ACTIONS:** __________
_____**CONTRACTOR NOTIFIED OF ACTION:**_____
County Representative's Signature and Date_____
Contractor Representative's Signature and Date

Los Angeles County Sheriff's Department

Application for Access to Custody Facilities

PLEASE READ CAREFULLY BEFORE FILLING OUT THIS APPLICATION

All applications will be denied for any of the following reasons:

- Applicant made untruthful or incomplete statements on applications,
- Applicant listed illegal use of drugs within the past five years,
- Applicant has had convictions for drug sales,
- Applicant is currently on Parole/Probation,
- Applicant has been incarcerated in any prison/jail within the last years,
- Applicant has been convicted for any of the following: murder, sex crime (other than misdemeanor prostitution), weapons law violations, felonious assault, or spousal abuse, or
- Applicant has outstanding warrants.

If any of the above applies to you, please provide additional details on the "ATTACHMENT." All information will be verified by a CRIMINAL BACKGROUND CHECK. If the application is denied, only the applicant will be afforded a reason as to why he/she was denied clearance. Please initial here: _____

Name _____ Social Security # _____

Home Address _____
Street City Zip Code

C.D.L. / I.D. # _____ Date of Birth _____ E-mail _____
(ATTACH COLOR COPY)

Home Phone # _____ Work # _____ Cell # _____

Sex _____ Race _____ Hair _____ Eyes _____ Height _____ Weight _____

Occupation _____ Employer _____

Work Address _____
Street City Zip Code

Requesting Unit _____ Program Name _____

Non-Escort _____ Escort _____ Atty. Room _____ Facility Access _____

Sheriff's Sponsor _____ Date _____

Approved / Disapproved _____ Date _____

CONTACT IN CASE OF EMERGENCY:

Name _____ Relationship _____

Address _____
Street City Zip Code

Telephone # _____ Cell # _____

AFFILIATION:

Name of Organization/Unit _____

Telephone # _____ E-mail _____

What service will you provide? _____

_____ How often? _____

ENTRY CRITERIA:

If you answer **YES** to any question, please provide additional details on the "ATTACHMENT."

1. When was the last time you used drugs? _____

2. Are you currently on Parole/Probation? _____

3. Have you been arrested within the last five years? (Prison/Jail/Youth Authority/Camp) _____

4. Have you ever been in State or Federal Prison? _____

5. Do you have any relatives/friends incarcerated within the Los Angeles County Jail system? If yes, provide the following information:

Name of Inmate	Booking #	Facility	Relationship
----------------	-----------	----------	--------------

6. Have you ever been acquainted with a member(s) of a criminal organization or street gang? _____

7. Have you ever previously applied for or been denied access to a custody facility? _____

Please read carefully before signing:

I request the specified access and certify, under penalty of perjury, that the information provided by me in this application, including all attachments and supporting documents, is accurate, complete, and true. I understand that failing to provide or disclose all requested information or misrepresenting or concealing any requested information, may cause this application to be delayed or denied. I will be expected to obey all Rules, Regulations and Security Procedures. My failure to do so will result in forfeiture of my clearance with the Los Angeles County Sheriff's Department.

Signature: _____ Date: _____

ATTACHMENT

DRAFT

SUBSEQUENT EXECUTED WORK ORDERS
(NOT ATTACHED BUT INCORPORATED HEREIN BY REFERENCE)

DRAFT



KAREN L. FLETCHER
Interim Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242
(562) 940-2501



June 6, 2023

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:

**AUTHORIZATION TO ACCEPT FUNDS FROM THE STATE OF CALIFORNIA, BOARD
OF STATE AND COMMUNITY CORRECTIONS FOR THE MOBILE PROBATION
SERVICE CENTERS GRANT, ADOPT A RESOLUTION AND APPROVE
APPROPRIATION ADJUSTMENT
(ALL SUPERVISORIAL DISTRICTS) (4-VOTES)**

SUBJECT:

The County of Los Angeles Probation Department (Probation) requests that your Board authorize the Interim Chief Probation Officer to accept grant funding from the State of California, Board of State and Community Corrections (BSCC) to purchase seven full size High Roof Office Mobile Cargo Vans that will be transformed into Mobile Probation Service Centers to provide services to Probation's adult offender homeless population.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Chief Probation Officer to accept grant funding in the amount of \$2,114,000 from the BSCC for the Mobile Probation Service Centers.
2. Adopt a Resolution (Attachment I) authorizing the Interim Chief Probation Officer to operate and administer the Mobile Probation Service Centers.
3. Delegate authority to the Interim Chief Probation Officer to execute any agreements, amendments, related documents, or extensions with the BSCC.
4. Approve the attached appropriation adjustment in the amount of \$2,114,000 (Attachment II) to Probation's FY 2022-23 operating budget.

Rebuild Lives and Provide for Healthier and Safer Communities

PURPOSE/JUSTIFICATION OF RECOMMENDATION

The purpose of the recommended actions is to authorize the Interim Chief Probation Officer to accept grant funding from the BSCC for the operation of the Mobile Probation Service Centers, adopt a Resolution and approve the attached appropriation adjustment. Probation's allocation is \$2,114,000 for the period of May 1, 2023, through September 30, 2027.

This funding will allow Probation to purchase seven full size High Roof Office Mobile Cargo Vans to service approximately 3,800 adult offender homeless clients who are on Adult Felony Probation and on Post-release Community Supervision. Too often, our probation transient population have serious mental health and/or substance abuse issues which diminishes their ability to succeed on probation without stable housing and supportive services. The Mobile Centers will be used to assist probation clients upon release from custody and to provide outreach and supervision services.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal I: Make Investments That Transform Lives. Specifically, it will address Strategy I.2 to Enhance Our Delivery of Comprehensive Interventions, and Goal III: Realize Tomorrow's Government Today.

FISCAL IMPACT/FINANCING

The grant funding is \$2,114,000 for the period of May 1, 2023, through September 30, 2027. Approval of the attached appropriation adjustment (Attachment II) will increase the appropriation and revenue by an amount of \$2,114,000 for the Mobile Probation Service Centers with no impact to net County cost. Grant funds received hereunder shall not be used to supplant expenditures controlled by your Board.

Probation will purchase seven full size High Roof Office Mobile Cargo Vans that will be transformed into Mobile Probation Service Centers to service its adult offender homeless population. The Mobile Probation Service Centers will support the client's ability to meet court-ordered supervision requirements, obtain much needed referrals for treatment and support services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Budget Act of 2022 (Senate Bill 178) established the Mobile Probation Service Centers Grant Program and appropriated \$20 million in funding. Per the Budget Act, \$20 million was available to fund a competitive grant program for county probation departments to establish mobile probation service centers. These grants allow county probation departments to purchase vehicles, equipment, telecommunications, and other technology needed to operate mobile probation service centers to assist probationers, particularly those individuals who are unhoused and struggling with meeting probation requirements.

The BSCC established an Executive Steering Committee in July 2022 to develop the Mobile Probation Service Centers Grant Program Request for Proposals and authorized BSCC staff to implement the Grant Program.

On December 29, 2022, Probation submitted grant application to the BSCC for the Mobile Probation Service Centers Grant.

On April 14, 2023, the BSCC notified Probation of the Mobile Probation Service Centers allocation award in the amount of \$2,114,000.

IMPACT ON CURRENT SERVICES

The funding provided by this grant will provide Probation with resources to increase engagement, meet reporting mandates, while concurrently submitting court reports to recall bench warrants. These actions alone will significantly reduce the client's future negative contacts with local law enforcement and courts.

Mobile Probation Service Centers will be used throughout the County to engage adult offender homeless clients and will target well-known homeless encampment areas, near police stations, courthouses, and County jails. The Mobile Probation Service Centers will also be used to provide outreach services at County-sponsored resource fairs and community events.

Respectfully submitted,

Karen L. Fletcher
Interim Chief Probation Officer

KLF:TH:JK:sb

Enclosures

c: Executive Officer
County Counsel
Chief Executive Office

**RESOLUTION TO SUPPORT THE COUNTY'S PARTICIPATION IN
THE MOBILE PROBATION SERVICE CENTER PROGRAM FUNDED
THROUGH THE STATE OF CALIFORNIA, BOARD OF STATE AND
COMMUNITY CORRECTIONS (BSCC)**

WHEREAS the County of Los Angeles Probation Department (Probation) desires to participate in the Mobile Probation Service Centers Program by purchasing seven full size cargo vans that will be transformed into Mobile Probation Service Centers for Probation's adult offender homeless population.

NOW, THEREFORE, BE IT RESOLVED that the Interim Chief Probation Officer be authorized on behalf of the Board of Supervisors of the County of Los Angeles to sign the Grant Agreement with the State of California, Board of State and Community Corrections (BSCC), including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the County agrees to abide by the statutes and regulations governing the Mobile Probation Service Centers Program as well as the terms and conditions of the Grant Agreement as set forth by the BSCC.

The foregoing resolution was on the _____ day of _____, 2023, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which Board so acts.

CELIA ZAVALA
Executive Officer
County of Los Angeles

APPROVED AS TO FORM: By _____ Deputy

DAWYN HARRISON
COUNTY COUNSEL

By _____
JASON C. CARNEVALE
DEPUTY COUNTY COUNSEL

PINK

BA FORM 11162021

BOARD OF SUPERVISORS
OFFICIAL COPY

June 06, 2023

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

PROBATION DEPARTMENT

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 2022-23****4 - VOTES**

SOURCES		USES	
PROBATION - FIELD SERVICES A01-PB-88-8810-17000-17300 STATE-SPECIAL GRANTS INCREASE REVENUE		PROBATION - FIELD SERVICES A01-PB-6030-17000-17300 CAPITAL ASSETS - EQUIPMENT INCREASE APPROPRIATION	
	2,114,000		2,114,000
SOURCES TOTAL		USES TOTAL	
\$ 2,114,000		\$ 2,114,000	

JUSTIFICATION

Reflects an increase in appropriation and revenue to accept a grant from the California Board of State and Community Corrections (BSCC) to purchase seven full size High Roof Office Mobile Cargo Vans that will be transformed into Mobile Probation Service Centers to provide services to Probation's adult offender homeless population.

AUTHORIZED SIGNATURE

GINA M. BYRNES, CHIEF FINANCIAL OFFICER

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

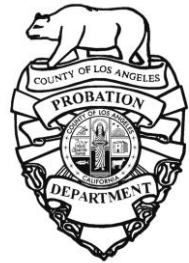
BY

DATE



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY-DOWNEY, CALIFORNIA 90242
(562) 940-2501



KAREN L. FLETCHER
Interim Chief Probation Officer

June 6, 2023

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 AN AGREEMENT WITH THE LOS ANGELES COMMUNITY
COLLEGE DISTRICT ON BEHALF OF EAST LOS ANGELES COLLEGE
TO PROVIDE EDUCATIONAL COURSES THROUGH THE COUNTY OF LOS
ANGELES PROBATION DEPARTMENT'S TRAINING PROGRAM**

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The County of Los Angeles Probation Department (Probation) is requesting approval to enter into an agreement with the Los Angeles Community College District (District) on behalf of East Los Angeles College to provide educational courses through Probation's training programs.

IT IS RECOMMENDED THAT YOUR BOARD

1. Approve and authorize the Interim Chief Probation Officer or designee to execute the attached standardized agreement (Attachment), upon approval as to form by County Counsel, between Probation and the District to provide educational courses through Probation's training programs, commencing July 1, 2023 through June 30, 2028.
2. Authorize the Interim Chief Probation Officer or designee to negotiate and execute future agreements, substantially similar to the attached agreement, with the District and other community colleges, upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDATION ACTION

The purpose of the recommended actions is to obtain approval of an agreement between Probation and the District and to authorize the Interim Chief Probation Officer to negotiate and execute agreements with the District and with other community colleges for educational course delivery. Probation will conduct educational courses that are offered through both the District and at other community colleges, and which are designed for entry level and advanced Probation personnel. The intent of the services is to assist Probation staff in their professional development; obtain lower division college units; and allow Probation staff who are teaching the courses to gain teaching experience. Some examples of the courses that will be offered are Motivational Interviewing, Core Correctional Practices, Peace Officer Ethics, Los Angeles Risk & Resiliency Check-up, Adolescent Mental Health Overview, Mental Health/Simulations and Level of Service Case Management.

Implementation of Strategic Plan Goals

The recommended actions is consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III1: Continually Pursue Development of Our Workforce.

FISCAL IMPACT/FINANCING

The District will pay Probation a portion of their community college instructional hours in the estimated amount of \$4.25 per student instructional hour for Probation training courses. Probation will generate approximately \$600,000 of this revenue for fiscal year 2023-24. The actual amount of revenue will depend on the number of trainings that occur and the total number of course participants. There is no County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 10, 2009, your Board authorized the Chief Probation Officer to execute and renew agreements with the District for educational courses on a year-to-year basis. Under this authority, Probation entered into an agreement with the District on a fiscal year basis from July 1 through June 30. This arrangement caused delays in payment to Probation due to the District's review and approval process. The District's process required that their Board approve extensions during the middle of the fiscal year after the July 1st extension start date, which resulted in untimely extensions and delays of payments to Probation. To prevent this, on June 9, 2019, your Board authorized the Chief Probation Officer to execute an agreement with the District for a continuous four (4) year period, which will expire June 30, 2023. To ensure Probation continues to receive timely payments, Probation is requesting approval of an agreement with the District commencing July 1, 2023 through June 30, 2028, and authority to negotiate and execute

The Honorable Board of Supervisors
June 6, 2023
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future agreements with the District and community colleges for educational course delivery.

IMPACT ON CURRENT SERVICES

The agreement will generate revenue for Probation.

Respectfully submitted,

KAREN L. FLETCHER
Interim Chief Probation Officer

KLF:TH:yt

Enclosure

c: Executive Officer
Chief Executive Officer
County Counsel

AGREEMENT
BY AND BETWEEN THE
COUNTY OF LOS ANGELES PROBATION DEPARTMENT
AND
EAST LOS ANGELES COLLEGE

This Agreement is made and entered into on July 1, 2023 by and between the Los Angeles County Probation Department (hereafter referred to as the Probation Department) and East Los Angeles College (hereafter referred to as the College), to provide a District approved educational course by the Los Angeles Community College District (hereafter referred to as the District) through the Los Angeles County Probation Department Training Program.

Witnesseth:

WHEREAS, The Probation Department conducts training programs designed for entry level and advanced probation personnel; and

WHEREAS, the continuing educational training courses are approved for college credits through the District;

WHEREAS, the College is an accredited, educational institution empowered to grant college credits for approved educational training courses;

NOW THEREFORE, the parties hereto, for the mutual covenants set forth below, agree as follows:

A. RESPONSIBILITIES OF THE COLLEGE

1. The College is responsible for the educational program conducted under the terms of this Agreement. The course of instruction to be taught under this Agreement is listed in Addendum A. The Probation Department and the College may agree to provide additional courses pursuant to terms of this Agreement as the need arises.
2. The College shall offer, at locations agreed upon by the Probation Department and the College, and consistent with the terms of Section B of this Agreement, mutually agreed upon and approved educational courses to meet the needs of the Probation Department Training Program. These locations will be provided by the College or the Probation Department and shall be open to the public while the courses being offered by the College are in session.
3. College degree and certificate programs have been approved by the State Chancellor's Office and the courses that make up the program are part of the approved curriculum of the College. The courses of College credit shall have been approved by the College Curriculum Committee and have been approved by the District's Board of Trustees.

4. The College shall assist the Probation Department in student registration procedures, associated paperwork, and other support services to adequately manage and control its course curriculum. All students shall be processed and registered in accordance with District procedures as outlined in the College catalog to conform to State/District guidelines. The Probation Department shall be required to pay student registration fees at the rate established by the State for each enrolled student. Class hours, supervision, evaluation of course content and curriculum, and withdrawal of students shall be consistent with District approved policies regarding all courses.
5. The District shall employ all instructors consistent with requirements of the California Code of Regulations on a non-compensated basis. The District retains the primary right to select, assign, and direct the instructional activities of any instructor employed by the District under the terms of this Agreement.
6. Instruction to be claimed for State apportionment will be under the immediate supervision and control of an employee of the District who has met the minimum qualifications for instruction in the subjects to be taught under the terms of this Agreement in accordance with Title 5 of the California Code of Regulation. The minimum qualifications shall be those designated by the State/District. Minimum qualifications are within the purview of the Academic Senate and may be subject to change. The current minimum qualifications are listed in Addendum B.
7. Where the instructor is not a paid employee of the District, the District shall have a written agreement with each instructor conducting instruction for which State apportionment is to be collected. The agreement between the District and each instructor shall state that the District has the primary right to control and direct the instructional activities of the instructor.
8. The College shall approve the selection of course instructors, professional experts, and facilitators and evaluate the quality of instruction to ensure the needs of the students are met and the accreditation requirements of the College are satisfied.
9. The College reserves the right to inspect any records maintained by the Probation Department concerning the implementation of the terms of this Agreement.
10. If any course under the terms of this Agreement is held outside District boundaries, the College shall comply with the requirements of Section 55230- 55232 of Title 5 of the California Code of Regulations regarding approval by adjoining high schools or community college districts and use of non-District facilities.

B. RESPONSIBILITIES OF THE PROBATION DEPARTMENT

1. In exchange for the services and payment provided by the College to the Probation Department under the terms of this Agreement, the Probation Department shall provide to the College services and equipment which includes, but is not limited to, instructors, professional experts, facilitators, support staff, educational and specialized equipment, materials, day to day management support, and all other related services and overhead necessary to implement to terms of this Agreement.

2. The Probation Department will maintain records of attendance and achievement. Records will be open to officials of the College and submitted on a developed schedule.
3. The Probation Department shall provide a line-of-sight instructor of record who shall be a non-compensated employee of the District and who shall meet all the District/State minimum qualifications for faculty teaching in the Probation Department Training Program.
4. All instructional materials provided by the Probation Department to students will be at no additional cost to students enrolled in the course in connection with this Agreement. To the extent that charges will be made for student instructional materials, the charges must follow the Education Code section 76365, 5 California Code of Regulations sections 59400 et seq., LACCD Board Rule 6415 and LACCD Administrative Regulation E-80.

C. JOINT RESPONSIBILITIES OF THE PROBATION DEPARTMENT AND THE COLLEGE

1. The Probation Department and the College shall each work in good faith to implement this Agreement and shall use its best efforts to resolve any disputes informally.
2. The Probation Department shall coordinate with the College to ensure that all personnel, equipment, and materials used in carrying out its responsibilities under this Agreement conform to the State of California mandated standards governing instructional programs.
3. The Probation Department will offer the college the opportunity to support all Probation Department Training programs within the College's geographical boundaries including "In-Service Training" or continuing education, which the Probation Department deems suitable for College affiliation and College certificates. The College agrees that the Probation Department may affiliate with other community colleges for courses for which the College declines affiliation.
4. College courses conducted under the terms of this Agreement must be identified as being open to the general public. The college shall allow any person who has been admitted to the College and who has met the applicable prerequisites to enroll in courses taught under the terms of this Agreement in accordance with State law. The District policy on open enrollment is published in the College catalogue and schedule of classes, along with a description of the courses offered under the terms of this Agreement and information about whether the courses are offered for credit and are transferable.

A student requesting registration in the Probation Department Training Program courses would first need to complete the prerequisites that are required for each course. In order for the District to claim apportionment for a student in a particular course and in order for the student's attendance to qualify for payment under the terms of this Agreement, the student must be enrolled in the course through the College.

5. The College and the Probation Department will ensure that ancillary and support services, such as counseling and job placement, are provided for the students enrolled in courses under the Agreement.

D. PAYMENT FOR SERVICES

The College will pay the Probation Department based on Student instructional hours (weekly student contact hours-WSCH or full-time equivalent students-FTES) in accordance with State guidelines. In consideration for the services provided hereunder, the College shall pay the Probation Department \$4.25 per student instructional hour that is eligible for State general apportionment for all courses taught off-site. If the State-established registration fee is other than \$46.00 per unit, payments will reflect a pro rata adjustment per student instructional hour for student registration fees based on the change to the rate established by the State. If no compensation is paid by the State to the District, the College will not be obligated to pay the Probation Department. If the District is paid apportionment on a pro rata basis by the State, this apportionment shall be applied directly to the Probation Department.

E. PAYMENT

All payments by the College under this Agreement shall be subject to verification by the Probation Department and other appropriate State of California agencies. Classes offered under this Agreement which do not meet State requirements or District policy shall not be considered when computing the payment under this Agreement.

The College shall pay the Probation Department upon submission of a valid invoice as follows:

1. An initial payment will be made on February 15th of each year based on the number of courses taught during the preceding six-month period.
2. Final payment shall be made approximately 45 days after the receipt of funds from the State. Source data and associated developmental documentation that support the number of students taught will be presented to the Probation Department.

F. CERTIFICATIONS

1. The College certifies that it does not receive full compensation for the direct educational costs of this course from any public or private agency, individual or group.
2. The Probation Department certifies that the instructional activity to be conducted under the terms of this Agreement will not be fully funded by other sources in accordance with Education Code section 84752.

G. INDEMNIFICATION

1. The Probation Department agrees to defend, indemnify and hold harmless the College, District, its Board of Trustees, officers, employees, representatives and agents from every action, claim or demand which may be made in connection with the subject matter of this Agreement and/or by reason of the actions or omissions of the Probation Department, officers, employees, representatives and agents.
2. The College and the District agrees to defend, indemnify and hold harmless the Probation Department, its officers, employees, representatives and agents from every action, claim or demand which may be made in connection with the subject matter of this Agreement and/or by reason of the actions or omissions of the College, District, its Board of Trustees, officers, employees, representatives and agents.

H. INSURANCE

1. The Probation Department agrees to maintain a program of general liability insurance or self-insurance coverage throughout the terms of this Agreement. The certificate shall state a limit of liability not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The Probation Department shall provide the District with a certificate of insurance as evidence of coverage prior to the execution of this Agreement. The Probation Department shall provide thirty (30) days written notice to the District of any material change in coverage. Further, the Probation Department shall maintain a program of worker's compensation insurance throughout the terms of this Agreement.
2. The District agrees to maintain a program of general liability insurance or self-insurance coverage throughout the term of this Agreement. The certificate shall state a limit of liability no less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The District shall provide the Probation Department with a certificate of insurance as evidence of coverage prior to the execution of this Agreement. The District shall provide thirty (30) days written notice to the Probation Department of any material change in coverage. Further, the District shall maintain a program of workers' compensation insurance throughout the terms of this Agreement.

I. VALIDITY

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

J. EXTENSION, MODIFICATIONS AND TERMINATION

This Agreement is for the period of five years, terminating June 30, 2028. This Agreement could be subject to yearly amendments only if there is a change, modification, or exclusion of any of the terms that both parties request and agree to. The District's Board of Trustees would need to approve any amendment within the five (5) year period.

Notwithstanding the foregoing, this Agreement may be terminated at any time, with or without cause, upon written notice given to the other party at least sixty (60) days prior to the date specified for such termination. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other party accruing prior to the date of such termination.

Each party shall be released from all obligations or performance that would otherwise accrue subsequent to the date of such termination. Neither party shall incur any liability to the other by reason of such termination.

K. AUTHORITY OF THE CHIEF

The Chief of Probation, or its designee, shall have full authority to administer this Agreement on behalf of the Probation Department. The Chief of Probation shall have full access and authority to audit all pertinent records concerning this Agreement.

L. NOTICES

Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage prepaid to the following address:

COUNTY OF LOS ANGELES PROBATION DEPARTMENT
Attention: Karen Fletcher, Interim Chief
County of Los Angeles Probation Department
9150 East Imperial Highway
Downey, CA 90242-9986

EAST LOS ANGELES COLLEGE
Attention: Alberto Roman, President
East Los Angeles College
1301 Avenida Cesar Chavez
Monterey Park, CA 91754-6099

M. WAIVER

No waiver of any breach of this Agreement by either party shall constitute a waiver of any other breach of this Agreement including a subsequent breach of the same provision.

N. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of California.

O. AGREEMENT

This document constitutes the entire Agreement between the parties. This agreement may not be altered or modified except by the express written consent of the Probation Department, the College and the District. Each party acknowledges there are no other provisions or presentations that have not been incorporated into this Agreement. The Probation Department acknowledges that changes to any provision of this Agreement can only be made by action of the Board of Trustees.

IN WITNESS WHEREOF, the Probation Department and the College enter into this Agreement as of the day, month, and year first written above.

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

BY: KAREN FLETCHER, Interim Chief
Probation

DATE

EAST LOS ANGELES COLLEGE:

BY: MICHAEL PASQUAL, Vice President
Administrative Services

DATE

APPROVED AS TO FORM
COUNTY COUNSEL

By: County Counsel

DATE

Printed Name: _____
Deputy or Senior County Counsel

ADDENDUM A

(Courses of Instruction that may be taught under the terms of this Agreement)

On the following pages are the courses currently offered under this Agreement. This list of courses is subject to change for each semester of instruction, with courses added to, and/or deleted from, this list. All such changes shall be made upon mutual consent of the Los Angeles Probation Department and East Los Angeles College along with the Los Angeles Community College District.

See Attached Courses.

ADDENDUM B

Title 5. Education Code of California

53410. Minimum Qualifications for Instructors of Credit Courses, Counselors, and Librarians.

The minimum qualifications for service as a community college faculty member teaching any credit course, or as a counselor or librarian, shall be satisfied by meeting any one of the following requirements:

- (a) For faculty assigned to teach courses in disciplines where the master's degree is not generally expected or available, which are, generally, disciplines in specialized technical, trade, or industrial fields, either of the following:
 - (1) Possession of a bachelor's degree, or equivalent foreign degree, plus two years of professional experience directly related to the faculty member's assignment; or
 - (2) Possession of an associate degree, or equivalent foreign degree, plus six years of professional experience directly related to the faculty member's assignment.

NOTE: Minimum qualifications are also met by those individuals possessing a life time teaching credential in their field of training; ie: police training



COUNTY OF LOS ANGELES
DEPARTMENT OF MEDICAL EXAMINER-CORONER
1104 N. MISSION RD, LOS ANGELES, CALIFORNIA 90033



Odey C. Ukpo, M.D., M.S.
Chief Medical Examiner-Coroner

June 6, 2023

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

Dear Supervisors:

**COUNTYWIDE CLASSIFICATION ACTIONS TO CHANGE THE NAME OF THE
DEPARTMENT OF MEDICAL EXAMINER-CORONER
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

This letter and the accompanying ordinance will change the name of the Department of Medical Examiner-Coroner from "Department of Medical Examiner-Coroner" to "Department of Medical Examiner".

IT IS RECOMMENDED THAT THE BOARD:

Approve the accompanying ordinance amending Title 2, Administration, of the County Code to reflect a department name change from "Department of Medical Examiner-Coroner" to "Department of Medical Examiner".

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 26, 2019, in a motion by Supervisor Hilda L. Solis, the Board directed the Department of Medical Examiner-Coroner and other relevant departments to commence the process of changing the department's name to "Department of Medical-Examiner", updating position titles, and performing other routine changes throughout the Department to align with this change. Since that time, the Department has been working with County Counsel to gather and analyze the required information to amend Title 2, Administration, of the County Code and all applicable sections within.

Accreditations:

National Association of Medical Examiners (Provisional)
California Medical Association-Continuing Medical Education
Accreditation Council for Graduate Medical Education

ANAB ISO/IEC 17025:2017 Forensic Science Testing Laboratories
Peace Officer Standards and Training Certified

Law and Science Serving the Community

We are amending Title 2 of the County Code to reflect the name change for the Department of Medical Examiner-Coroner to the Department of Medical Examiner, to more accurately reflect the role of forensic pathology in the performance of the department's duties and responsibilities.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Board's approval of the accompanying ordinance will further the County Strategic Plan, Goal III: Realize Tomorrow's Government Today. Specifically, it will address the Operational Effectiveness, Fiscal Responsibility, and Accountability Strategy to improve the quality of the workforce, achieve departmental operational efficiencies, and maintain consistency in personnel practices throughout the County.

This department name change will provide clarity about the Department's structure and its standing as an unbiased and independent investigative agency, within the forensics community, law enforcement agencies, and the general public. It is important that a large county such as Los Angeles projects clarity and accuracy in this regard since confusion in the name of the department could negatively impact both perceptions and understanding within the national forensic community and have a negative impact on recruitment efforts.

FISCAL IMPACT/FINANCING

The estimated cost of updating uniforms, decals, signage, etc. has been included in the FY 22/23 budget in the amount of \$204,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On November 26, 2019, in a motion by Supervisor Hilda L. Solis, the Board directed the Department of Medical Examiner-Coroner and other relevant departments to commence the process of changing the department's name to "Department of Medical-Examiner", updating position titles, and performing other routine changes throughout the Department to align with this change.

IMPACT ON CURRENT SERVICES

Your approval of these recommendations will enhance the operational effectiveness of the Department of Medical Examiner-Coroner. Ultimately, this will enhance the quality of services provided to the public.

Sincerely,

ODEY C. UKPO, M.D., M.S.
Chief Medical Examiner-Coroner

Board of Supervisors
June 6, 2023
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OCU:wmm

Enclosure

c: Executive Officer, Board of Supervisors
County Counsel

June 6, 2023

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:

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
CAMPUS KILPATRICK WASTEWATER TREATMENT SYSTEM
REPLACEMENT PROJECT
APPROVE CAPITAL PROJECT, BUDGET, AND
APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
SPECS 7686; CAPITAL PROJECT NO. 87693
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 3)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval of the Campus Kilpatrick Wastewater Treatment System Replacement Project, the project budget, appropriation adjustment, and authorize Public Works to procure and execute a construction contract for the project located at 427 South Encinal Canyon Road in Malibu, California.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended actions are within the scope of the previously approved exemption from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve the Campus Kilpatrick Wastewater Treatment System Replacement Project, Capital Project No. 87693, with a total project budget of \$10,000,000.
3. Approve an appropriation adjustment to transfer funds into the Campus Kilpatrick Wastewater Treatment System Replacement Project, Capital Project No. 87693, as follows: \$591,000 prior year net County cost from the Camp Miller New Site Development Project, Capital Project No. 69820; \$3,788,000 appropriation offset with Community Development Block Grant – Disaster Recovery revenue from the Campus Kilpatrick Expansion Project, Capital Project No. 6A016; and increase appropriation

by \$4,971,000 offset with anticipated revenue from the Federal Emergency Management Agency for Woolsey Fire disaster relief for a total transfer of \$9,350,000 to fully fund the project.

4. Adopt the plans and specifications that are on file with Public Works for construction of the Campus Kilpatrick Wastewater Treatment System Replacement Project, Capital Project No. 87693.
5. Instruct the Executive Officer of the Board to advertise the project for bids to be received and opened on July 20, 2023, in accordance with the Instruction Sheet for Publishing Legal Advertisements.
6. Authorize the Director of Public Works or his designee to execute a consultant services agreement with the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule for a \$5,000 not-to-exceed amount funded by the project funds.
7. Delegate authority to the Director of Public Works or his designee to make the determination that a bid is nonresponsive and to reject a bid on that basis; to award the to the next lowest responsive and responsible bidder; to waive inconsequential and nonmaterial deficiencies in bids submitted; and to determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder has satisfied all conditions for contract award. Upon such determination, authorize the Director of Public Works or his designee to award and execute the construction contract, in the form previously approved by County Counsel, to the apparent lowest responsive and responsible bidder if the contract can be awarded within the approved project budget. Establish the effective date of the contract upon receipt of acceptable performance and payment bonds and evidence of required contractor insurance by Public Works, and to take all other actions necessary and appropriate to deliver the project.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION

Approval of the recommended actions will find that they are within the scope of the previous finding of exemption for the Campus Kilpatrick Wastewater Treatment System (WWTS) Replacement Project, approve the project, project budget, an appropriation adjustment, adopt the plans and specifications, and authorize Public Works to advertise and award a construction contract for the project.

Project Description and Background

Campus Kilpatrick, located at 427 South Encinal Canyon Road in Malibu, is a juvenile detention facility operated by the County of Los Angeles Probation Department.

Wastewater generated from the facility is treated at a self-contained WWTS located immediately south of Encinal Canyon Road opposite the detention facility. The County Internal Services Department (ISD) maintains the WWTS.

In November 2018, the Campus Kilpatrick WWTS was damaged beyond repair by the Woolsey Fire. The County installed a temporary packaged WWTS to allow the facility to resume service and house juveniles committed until a replacement permanent WWTS is installed. A detailed site selection process was undertaken to determine the preferred location for the replacement WWTS, taking into consideration environmental effects, future land use(s), maintenance access, constructability of new facilities, and cost-effectiveness. The existing WWTS site was ultimately selected as the most desirable location for the replacement permanent WWTS based on its proximity to the Campus Kilpatrick facility, the presence of the existing concrete pad and potential to utilize other existing facilities, and the least amount of grading or other site work required to install the replacement WWTS.

Installation of a replacement permanent WWTS is necessary because the facility is not able to connect to a sanitary sewer system. The County is currently using a temporary WWTS, which must remain in operation until the replacement permanent WWTS is installed and approved for operation. The continued operation of a WWTS is necessary for the ongoing operation of Campus Kilpatrick. Additionally, in accordance with the project's Coastal Development Permit, the temporary WWTS must be removed, and the affected area restored.

Proposed Project

The Campus Kilpatrick WWTS Replacement Project includes installation of a WWTS with a back-up emergency generator and upgrades to electrical service from Southern California Edison. The project also includes the construction of a concrete retaining wall and a new fence, rehabilitation of the effluent pond, replacement of sewer lines, and installation of a 12,000-gallon above-ground recycled water storage tank for irrigation of the existing landscape at Campus Kilpatrick. In addition, the project includes removal of the temporary WWTS and subsequent habitat restoration of the impacted footprint.

The permanent WWTS will have the same capacity as the permitted design capacity of the former WWTS. Additionally, the components of the permanent WWTS will almost entirely be located within the fenced perimeter of the existing WWTS site footprint.

Public Works has completed the design and project estimating services and obtained jurisdictional approvals to proceed with construction. The Campus Kilpatrick WWTS Replacement Project will be delivered via design-bid-build contracting. It is anticipated that, if approved, construction would begin in September 2023 and will be completed in September 2025.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability Our Daily Reality. It promotes water conservation, recycle and reuse of local water resources, and reduces stormwater pollution. It also improves water quality, reduces water consumption, and increases water supplies. In this case, the County is supporting these goals by implementing use of recycled water from the wastewater system for landscape irrigation, thereby reducing use of domestic water for irrigation and protecting the environment by preserving the habitat areas near the project.

FISCAL IMPACT/FINANCING

In November 2018, the President declared the Woolsey Fire a major disaster (Federal Emergency Management Agency [FEMA] DR-4407CA), which made Federal disaster aid available for associated damages across the County of Los Angeles. The County submitted claims for significant Federal and State assistance from FEMA and the California Office of Emergency Services (CalOES) for this project. FEMA and CalOES offer reimbursement grants that are paid on actual amounts spent on a project, in addition to the limits they set on a project-by-project review basis. All Disaster grants must meet all Federal and State Environmental and Historical Preservation laws and guidance to remain eligible for funding. Upon approval of the claims and request for reimbursement based on expenditures, it is anticipated that FEMA and CalOES will reimburse the County up to \$8,759,000. The County's cost share, which is 6.25 percent of the total project cost, plus associated ineligible costs, is approximately \$1,241,000 and will be budgeted in the capital project.

On January 27, 2020, the United States Department of Housing and Urban Development allocated \$1,017,399,000 in Community Development Block Grant-Disaster Recovery (CDBG-DR) funds to the State of California in order to support California's unmet recovery needs related to the FEMA Major Disaster Declarations DR-4407-CA and DR-4382-CA for the 2018 Wildfire season. The funds were released in two allocations:

1. Public Law 115-254 Unmet Needs allocation of \$491,816,000
2. Public Law 116-20 Unmet Needs allocation of \$525,583,000

On August 18, 2021, and March 23, 2022, respectively, the Probation Department submitted rounds one and two of the Notice of Intent to the State of California Housing and Community Development for funding existing unmet infrastructure needs at Campus Kilpatrick. On August 9, 2022, the State of California Housing and Community Development notified the Probation Department of a CDBG-DR allocation award in the amount of \$3,788,157.86, which will be applied to rebuilding the destroyed Wastewater Treatment Plant.

The total cost of the project is estimated at \$10,000,000 (see Enclosure A), which includes plans and specifications, jurisdictional approval, construction, change orders, consultant services, miscellaneous expenditures, and County services.

On November 16, 2021, a transfer of \$650,000 in prior year net County cost from Capital Project No. 87396, Probation Various Improvements, to Capital Assets-Buildings and Improvements under Capital Project No. 87693, Campus Kilpatrick WWTS Replacement Project, was approved to fully fund preconstruction services.

Approval of the appropriation adjustment (see Enclosure B) will transfer an additional \$9,350,000 in appropriation to the Campus Kilpatrick WWTS Replacement Project, Capital Project No. 87693, to fully fund the project as follows: \$591,000 prior year net County cost from the Camp Miller New Site Development Project, Capital Project No. 69820; \$3,788,000 appropriation offset with Federal-Aid CDBG-DR revenue from the Campus Kilpatrick Expansion Project, Capital Project No. 6A016; and an increase in appropriation by \$4,971,000 offset with anticipated revenue from FEMA for Woolsey Fire disaster relief.

There will be no impact to the County General Fund.

Operating Budget Impact

Based on the project description, ISD anticipates no one-time costs, but an ongoing annual costs of \$481,904 for operations and maintenance due to the project. ISD will work with the Probation Department on the funding request through the budget process to allow ISD to operate and maintain the replacement treatment system.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard construction contract, in a form previously approved by County Counsel, will be used that contains terms and conditions supporting the Board's ordinances, policies, and programs, including, but not limited to, County's Greater Avenues for Independence and General Relief Opportunities for Work Programs, Contract Language to Assist in Placement of Displaced County Workers, and Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015). The plans and specifications include the contractual provisions and material requirements necessary for the project and are on file with Public Works' Business Relations and Contracts Division, 900 South Fremont Avenue, 8th Floor, Alhambra, California 91803-1331.

To ensure the contract is awarded to a responsible contractor with a satisfactory history of performance, bidders are required to report violations of the False Claims Act, criminal convictions, civil litigation, defaulted contracts with the County, complaints filed with the

Contractor's State License Board, labor law/payroll violations, and debarment actions. As provided for in Board Policy No. 5.140, the information reported by the contractor will be considered before making an award.

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, the project will require that at least 30 percent of the California construction labor hours be performed by qualified Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers. The project will also include a jobs coordinator who will facilitate the implementation of the targeted hiring requirement of the policy.

On February 28, 2023, the Board approved the execution of the Countywide Community Workforce Agreement, which will apply to projects with an estimated construction contract value of \$5 million or greater. Therefore, the contractor and all subcontractors must comply with all terms and conditions of the Countywide Community Workforce Agreement that, among other things, increases work opportunities for those seeking to start a new career in the construction industry and promotes the hiring of underrepresented individuals on the project.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the project is exempt from the Civic Art Allocation as it involves replacement of a building system and underground infrastructure.

ENVIRONMENTAL DOCUMENTATION

On November 16, 2021, the Board approved the scope of the Campus Kilpatrick WWTS Replacement Project, which authorized the replacement of the former permanent wastewater treatment plant that was damaged by the Woolsey Fire and the installation of new sewer lines, a recycled water line, an above-ground recycled water storage tank for irrigation, and an electrical service conduit line, pursuant to Sections 15302 and 15303 of the California Environmental Quality Act (CEQA) Guidelines and Classes 2 and 3 of the County's Environmental Document Reporting Procedures and CEQA Guidelines, Appendix G. On November 29, 2021, Public Works filed a Notice of Exemption with the Registrar-Recorder/County Clerk. These recommendations are within the scope of the previously approved exemption from CEQA. There have been no changes that require further findings under CEQA.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with California Public Resources Code 21152 and will post the Notice of Exemption to the County's website pursuant to Section 21092.2.

CONTRACTING PROCESS

Advertising for construction bids will be in accordance with the County's standard Instruction Sheet for Publishing Legal Advertisements (see Enclosure C).

This contract opportunity will be listed on the County's "Doing Business with Los Angeles County" website and Public Works' "Do Business with Public Works" website.

Public Works will also inform the certified Local Small Business Enterprises, Disabled Veteran Business Enterprises, Social Enterprises, and Community Business Enterprises about this business opportunity.

An award by Public Works will be made upon review of the bids. The contract will be awarded to a responsible contractor who submits the lowest responsive bid meeting the criteria established by the Board and the State Public Contract Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current County services or programs beyond Campus Kilpatrick. Campus Kilpatrick will remain operational during construction, and the work will be sequenced and performed to minimize disruption or impediments to daily operations. Construction completion of this project supports Board Priority No. 7: Sustainability, by using treated wastewater for onsite landscaping, as well as nearby spray fields to recharge natural groundwater.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Project Management Division II.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:SK:mm

Enclosures

c: Department of Arts and Culture
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Internal Services Department
Probation Department

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
CAMPUS KILPATRICK WASTEWATER TREATMENT SYSTEM
REPLACEMENT PROJECT
APPROVE CAPITAL PROJECT, BUDGET, AND
APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
SPECS 7686; CAPITAL PROJECT NO. 87693
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 3)
(4 VOTES)**

I. PROJECT SCHEDULE

Project Activity	Completion Date
Construction Documents	December 2020*
Jurisdictional Approvals	April 2023*
Construction	September 2023
Substantial Completion	May 2025
Project Acceptance	September 2025

*Indicates a completed activity

II. PROJECT BUDGET

Budget Category	Budget
Construction – Low Bid	\$6,526,000
Change Order (15 percent)	\$804,000
Civic Arts	\$0
Utility Connections	\$105,000
Subtotal	\$7,435,000
Plans and Specifications	\$725,000
Consultant Services	\$348,000
Miscellaneous Expenditures	\$52,000
Jurisdictional Reviews	\$160,000
County Services	\$1,280,000
Total	\$10,000,000

PINK

BA FORM 10142022

BOARD OF SUPERVISORS
OFFICIAL COPY

May 09, 2023

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 2022-23

4 - VOTES

SOURCES

BA DETAIL - SEE ATTACHMENT PAGE 1

USES

BA DETAIL - SEE ATTACHMENT PAGE 1

SOURCES TOTAL

\$ 13,138,000

USES TOTAL

\$ 13,138,000

JUSTIFICATION

Reflects fund transfers to the Campus Kilpatrick Wastewater Treatment System Replacement, CP No. 87693: \$591K from Camp Miller New Site Development, CP No. 69820; \$3.788M from Campus Kilpatrick Expansion Project, CP No. 6A016, offset with Community Development Block Grant-Disaster Recovery revenue; and \$4.971M appropriation increase offset with anticipated revenue from the Federal Emergency Management Agency for Woolsey Fire disaster relief, to fully fund the project.

James Yun Digitally signed by James Yun
Date: 2023.04.18 10:26:34 -07'00'

AUTHORIZED SIGNATURE

JAMES YUN, MANAGER, CEO

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---

☐ ACTION

☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY

Lan Sam Digitally signed by Lan Sam
Date: 2023.04.18 11:08:19
-07'00'

B.A. NO.

205

DATE

4/18/23

☒ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

Matthew J. Diaz Digitally signed by Matthew
J. Diaz
Date: 2023.04.18 11:56:46
-07'00'

DATE

4/18/23

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT

FY 2022-23 4 - VOTES			
SOURCES		USES	
PROBATION		PROBATION	
CAMPUS KILPATRICK EXPANSION PROJECT		CAMPUS KILPATRICK EXPANSION PROJECT	
A01-CP-6014-65042-6A016		A01-CP-90-8941-65042-6A016	
CAPITAL ASSETS - B & I		FEDERAL AID-CONSTRUCTION / CAPITAL PROJECTS	
DECREASE APPROPRIATION	3,788,000	DECREASE REVENUE	3,788,000
PROBATION		PROBATION	
CAMPUS KILPATRICK WASTEWATER TREATMENT SYSTEM REPLACEMENT		CAMPUS KILPATRICK WASTEWATER TREATMENT SYSTEM REPLACEMENT	
A01-CP-90-8958-65042-87693		A01-CP-6014-65042-87693	
COMMUNITY DEVELOPMENT BLOCK GRANT - CAPITAL PROJECTS		CAPITAL ASSETS - B & I	
INCREASE REVENUE	3,788,000	INCREASE APPROPRIATION	9,350,000
PROBATION			
CAMP MILLER NEW SITE DEVELOPMENT			
A01-CP-6014-65042-69820			
CAPITAL ASSETS - B & I			
DECREASE APPROPRIATION	591,000		
PROBATION			
CAMPUS KILPATRICK WASTEWATER TREATMENT SYSTEM REPLACEMENT			
A01-CP-90-8959-65042-87693			
FEDERAL AID FOR DISASTER - CAPITAL PROJECTS			
INCREASE REVENUE	4,971,000		
SOURCES TOTAL	\$ 13,138,000	USES TOTAL	\$ 13,138,000
BA205			
05/09/23			

June 6, 2023

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
CAMPUS KILPATRICK WASTEWATER TREATMENT SYSTEM
REPLACEMENT PROJECT
APPROVE CAPITAL PROJECT, BUDGET, AND
APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
SPECS 7686; CAPITAL PROJECT NO. 87693
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 3)
(4 VOTES)**

PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code Section 20125, you may publish once a week for two weeks in a weekly newspaper or ten times in a daily newspaper. Forward three reprints of this advertisement to Public Works Business Relations and Contracts Division, 900 South Fremont Avenue, 8th Floor, Alhambra, California 91803-1331.

**OFFICIAL NOTICE OF
INVITING BIDS**

Notice is hereby given that the Director of Public Works will accept sealed bids for the construction of the Campus Kilpatrick Wastewater Treatment System Replacement Project, Capital Project No. 87693 and Specification No. 7686, at Campus Kilpatrick in Malibu. Project site address is: 427 Encinal Canyon Road, Malibu, CA 90265.

The contract documents for this project may be downloaded free of charge by visiting the following website: <http://pw.lacounty.gov/general/contracts/opportunities>

The Campus Kilpatrick Wastewater Treatment System Replacement Project is estimated to cost \$5,350,000 and shall be completed in 600 calendar days from the Notice to Proceed date. The prime contractor shall possess a valid California Class A contractor's license.

The bids must be submitted electronically using Bid Express, www.BidExpress.com, before 10 a.m. on July 20, 2023, and no bids may be submitted after that date and time. An optional prebid meeting for this project will be held at 10 a.m. on June 20, 2023, at the project site.

For more information, please contact Mr. Erik Macias at (626) 458-2530 or emacias@pw.lacounty.gov. For American with Disabilities Act information, please contact Public Works' departmental American with Disabilities Act Coordinator at (626) 458-4081 or Telecommunications Device for the Deaf at (626) 282-7829.