



Curley L. Bonds, M.D.
Chief Medical Officer

DEPARTMENT OF MENTAL HEALTH
hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

Rimmi Hundal, M.A.
Chief Deputy Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

April 14, 2026

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

32 April 14, 2026

Edward Yen
EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO EXECUTE A NEW CONTRACT WITH
UNIVERSAL PROTECTIONS SERVICE LP DBA ALLIED UNIVERSAL SECURITY SERVICES
FOR SECURITY GUARD SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute a new contract with Universal Protections Service LP dba Allied Universal Security Services, for security guard services at Los Angeles County Department of Mental Health facilities and clinics as the result of a solicitation.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or designee, to execute a new contract, substantially similar to Attachment I, with Universal Protections Service LP dba Allied Universal Security Services, to provide security guard services. The contract will be effective upon Board approval through June 30, 2027, with the option to extend through June 30, 2030. The Total Contract Sum (TCS) for term of the contract is \$23,200,000; \$3,500,000 for Fiscal Year (FY) 2025-26 and \$19,700,000 for FY 2026-27, fully funded by Federal Financial Participation (FFP), 2011 Realignment, State Mental Health Services Act (MHSA), and State Behavioral Health Services Act (BHSA) funds.
2. Delegate authority to the Director, or designee, to prepare and execute future amendments to the contract in Recommendation 1; to revise the boilerplate language; extend the contract term, revise

the TCS; add, delete, modify, or replace the Statement of Work (SOW)/Service Exhibits (SE); and/or, reflect federal, State, and County regulatory, statutory and/or policy changes provided that: 1) the County's total payment will not exceed an increase of 20 percent from the Board-approved TCS in Recommendation 1; and 2) sufficient funds are available. The amendment will be subject to prior review and approval as to form by County Counsel, with written notice to the Board and Chief Executive Office (CEO).

3. Delegate authority to the Director, or designee, to terminate the contract in Recommendation 1 in accordance with the termination provisions, including Termination for Convenience. The Director, or designee, will provide written notification to your Board and CEO of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of Recommendation 1 will allow the Department of Mental Health (DMH) to execute a new contract with Universal Protections Service LP dba Allied Universal Security Services, as the result of a solicitation for security guard services.

Board approval of Recommendation 2 will allow DMH to amend the contract to revise the language, revise the TCS, extend the term, and modify the SOW/SE, as necessary, without interruption to services.

Board approval of Recommendation 3 will allow DMH to terminate the contract in accordance with the contract's termination provisions, including Termination for Convenience, in a timely manner, as necessary.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan North Star 2, Foster Vibrant and Resilient Communities, specifically Focus Area Goal C – Public Safety.

FISCAL IMPACT/FINANCING

The allocation for FY 2025-26 is \$3,500,000, fully funded by FFP, 2011 Realignment, and MHSA revenues.

The allocation for FY 2026-27 is \$19,700,000, fully funded by FFP, 2011 Realignment, and BHSA revenues.

Sufficient funding is included in DMH's FY 2025-26 annual budget.

Funding for future fiscal years will be requested through DMH's annual budget process.

There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Los Angeles County Sheriff's Department (LASD) currently provides security services through County employees and contracted entities; however, due to staffing shortages, retention challenges, and recruitment limitations, LASD has indicated it no longer has the capacity to provide coverage at DMH facilities. Therefore, DMH conducted a solicitation to ensure the continued provision of security services.

Universal Protections Service LP dba Allied Universal Security Services will provide security services at DMH operated facilities/clinics and all service sites identified within both County designated service zones. For the purposes of this contract, Los Angeles County is divided into two zones: Zone 1 (North) and Zone 2 (South). Services will include the provision and supervision of trained and certified armed and unarmed security personnel who are professional, courteous, uniformed, and properly equipped. Deployment of security staff, including scheduling and assignment of duties, will be determined by each service site based on operational needs.

As mandated by your Board, the contract will be evaluated by DMH on an annual basis to ensure the contractor's compliance with all contract terms and performance standards.

The attached contract (Attachment I) has been approved as to form by County Counsel.

In accordance with Board Policy No. 5.120 (Authority to Approve Increases to Board Approved Contract Amounts) requirement, DMH notified your Board on March 26, 2026, (Attachment II) identifying and justifying the need for requesting a percentage increase exceeding ten percent.

CONTRACTING PROCESS

On December 24, 2025, DMH released an Invitation for Bids (IFB), Bid No. DMH12242025B1, to solicit proposals for one contract that can provide Security Guard Services at DMH facilities and clinics located throughout Los Angeles County. DMH posted the IFB on both the "LA County Doing Business With Us" and DMH solicitation websites.

The IFB closed on February 9, 2026. A total of 26 bids were received from 13 distinct entities. DMH reviewed all submitted bids and identified Universal Protections Service LP dba Allied Universal Security Services as the most responsive and lowest-priced bidder.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow DMH to execute a new contract with Universal Protections Service LP dba Allied Universal Security Services, for the provision of security services at DMH facilities and clinics throughout the County.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Amy, Psy.D.", written in a cursive, flowing style.

LISA H. WONG, Psy.D.
Director

LISA H. WONG,
Psy.D. Director
LHW:RH:KN:SK:MG:atm

Enclosures

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



**CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES**

AND

**UNIVERSAL PROTECTIONS SERVICE LP
DBA ALLIED UNIVERSAL SECURITY SERVICES
FOR SECURITY GUARD SERVICES**

MH540004

Contract Number

450 Exchange

N/A

Legal Entity Number

Irvine, CA 92602

Contractor Headquarters Address

130625

Vendor Number

Contractor Headquarters' Supervisorial District Out of LAC

Contractor Headquarters' Service Area Out of LAC

Contractor Service Provision Supervisorial District(s) All

Contractor Service Provision Service Area(s) All

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS	1
1.0 APPLICABLE DOCUMENTS	2
2.0 DEFINITIONS	3
2.1 Standard Definitions	3
3.0 WORK	6
4.0 TERM OF CONTRACT	6
5.0 CONTRACT SUM	7
5.1 Total Contract Sum	7
5.2 Written Approval for Reimbursement	7
5.3 Notification of 75% of Total Contract Sum	7
5.4 No Payment for Services Provided Following Expiration-Termination of Contract	7
5.5 Invoices and Payments	8
5.6 Unresolved Disallowed Costs	8
5.7 Cost of Living Adjustments (COLA's)	9
5.8 Default Method of Payment: Direct Deposit or Electronic Funds Transfer	9
6.0 ADMINISTRATION OF CONTRACT – COUNTY	10
6.1 County's Administration	10
6.2 County's Project Director	10
6.3 County's Project Manager	10
6.4 County's Project Monitor	10
6.5 County's Contract Analyst	10
7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR	10
7.1 Contractor's Administration	10
7.2 Contractor's Project Manager	11
7.3 Approval of Contractor's Staff	11
7.4 Contractor's Staff Identification	11
7.5 Background and Security Investigations	11
7.6 Confidentiality	12
8.0 STANDARD TERMS AND CONDITIONS	13
8.1 Amendments	13

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.2 Assignment and Delegation/Mergers or Acquisitions	13
8.3 Authorization Warranty.....	14
8.4 Budget Reductions	14
8.5 Complaints	14
8.6 Compliance with Applicable Laws	15
8.7 Compliance with Civil Rights Laws.....	16
8.8 Compliance with County's Jury Service Program.....	16
8.9 Conflict of Interest	18
8.10 Consideration of Hiring County Employees Targeted for Layoffs or Who are on a County Re-Employment List.....	18
8.11 Consideration of Hiring GAIN/START Participants.....	18
8.12 Contractor Responsibility and Debarment.....	19
8.13 Contractor's Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law	21
8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program	21
8.15 County's Quality Assurance Plan	22
8.16 Damage to County Facilities, Buildings or Grounds	22
8.17 Employment Eligibility Verification.....	22
8.18 Counterparts and Electronic Signatures and Representations.....	23
8.19 Fair Labor Standards	23
8.20 Force Majeure	23
8.21 Governing Law, Jurisdiction, and Venue	24
8.22 Independent Contractor Status	24
8.23 Indemnification	24
8.24 General Provisions for All Insurance Coverage.....	25
8.25 Insurance Coverage	28
8.26 Liquidated Damages	30
8.27 Most Favored Public Entity.....	31
8.28 Nondiscrimination and Affirmative Action	31
8.29 Non Exclusivity	33
8.30 Notice of Delays	33

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.31 Notice of Disputes	33
8.32 Notice to Employees Regarding the Federal Earned Income Credit	33
8.33 Notices	33
8.34 Prohibition Against Inducement or Persuasion.....	33
8.35 Public Records Act.....	34
8.36 Publicity.....	34
8.37 Record Retention and Inspection-Audit Settlement.....	35
8.38 Recycled Bond Paper	36
8.39 Subcontracting	36
8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	36
8.41 Termination for Convenience	36
8.42 Termination for Default.....	37
8.43 Termination for Improper Consideration.....	38
8.44 Termination for Insolvency	38
8.45 Termination for Non-Adherence of County Lobbyist Ordinance	39
8.46 Termination for Non-Appropriation of Funds	39
8.47 Validity.....	39
8.48 Waiver	39
8.49 Warranty Against Contingent Fees	40
8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program	40
8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	40
8.52 Time Off for Voting	40
8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking	41
8.54 Integrated Pest Management (IPM) Program Compliance (Intentionally Omitted)	41
8.55 Compliance with Fair Chance Employment Hiring Practices.....	41
8.56 Compliance with the County Policy of Equity	41
8.57 Prohibition from Participation in Future Solicitation(s).....	41
8.58 Injury and Illness Prevention Program	42

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.59 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding	42
9.0 UNIQUE TERMS AND CONDITIONS	42
9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)	42
9.2 Ownership of Materials, Software and Copyright (Intentionally Omitted)	43
9.3 Patent, Copyright and Trade Secret Indemnification (Intentionally Omitted)	43
9.4 Data Destruction (Intentionally Omitted)	43
9.5 Contractor Protection of Electronic County Information	43
9.6 Local Small Business Enterprise (LSBE) Preference Program	43
9.7 Social Enterprise (SE) Preference Program	44
9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program	45
9.9 Organic Waste Recycling (Intentionally Omitted)	46
9.10 Procurement of California Health and Safety Code § 39730.5 et seq. Compliant Compost and Mulch (Intentionally Omitted)	46
9.11 Edible Food Donation (Intentionally Omitted)	46
9.12 Compliance with County's Women in Technology Hiring Initiative (Intentionally Omitted)	46
9.13 Reduce Single-Use Plastics (Intentionally Omitted)	46
9.14 Compliance with California Senate Bill 525 (SB 525) - Healthcare Minimum Wage Requirements (Intentionally Omitted)	46
9.15 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations	46
9.16 Compliance with the Assembly Bill 1978 (AB 1978) - Property Service Workers Protection Act (Intentionally Omitted)	46
9.17 Digital Accessibility Requirements (Intentionally Omitted)	46
10.0 SURVIVAL	47
 STANDARD EXHIBITS	
A Statement of Work (SOW) and SOW Attachments	
B Fiscal Provisions	
C Sample Invoice	
D County's Administration	
E Contractor's Administration	

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
F	Forms Required at the Time of Contract Execution
F1	Contractor Acknowledgment and Confidentiality Agreement

UNIQUE EXHIBITS

G	Forms Required at the Completion of the Contract Involving Intellectual Property Developed-Designed by Contractor
G2	Assignment and Transfer of Copyright (Intentionally Omitted)
H	Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Intentionally Omitted)
I	Information Security and Privacy Requirements (Intentionally Omitted)
J	Digital Accessibility Requirements (Intentionally Omitted)
K	Attestation Regarding Information Security Requirements
L	Contribution and Agent Declaration Form

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**UNIVERSAL PROTECTIONS SERVICE LP
DBA ALLIED UNIVERSAL SECURITY SERVICES**

**FOR
SECURITY GUARD SERVICES**

This Contract ("Contract") is made and entered into April 14, 2026, by and between the County of Los Angeles, hereinafter referred to as "County," and Universal Protections Service LP dba Allied Universal Security Services, hereinafter referred to as "Contractor." Universal Protections Service LP dba Allied Universal Security Services is located at 450 Exchange, Irvine CA, 92602.

RECITALS

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

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

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

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

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

1.0 APPLICABLE DOCUMENTS

Entire Contract: The body of this Contract, all exhibits, Statement of Work (SOW) and Fiscal Provisions attached hereto and incorporated herein by reference, for this Contract, as approved in writing by the Director, including any addenda thereto as approved in writing by the Director, which are incorporated herein by reference but not attached, will constitute the complete and exclusive statement of understanding between the parties which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. The exhibits listed below are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Fiscal Provisions
Exhibit C	Sample Invoice
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution
F1	Contractor Acknowledgement and Confidentiality Agreement

Unique Exhibits:

Exhibit G	Assignment and Transfer of Copyright (Intentionally Omitted)
Exhibit H	Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Intentionally Omitted)
Exhibit I	Information Security and Privacy Requirements (Intentionally Omitted)
Exhibit J	Digital Accessibility Requirements (Intentionally Omitted)
Exhibit K	Attestation Regarding Information Security Requirements
Exhibit L	Contribution and Agent Declaration Form

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 Administrative File:** The file kept by Contractor for Security Guards and Security Guard supervisors as described in sub-paragraph 6.4.4.5 (Administrative File) of Exhibit A (Statement of Work) of this Contract. The file contains all employee records.
- 2.1.2 Bilingual:** The ability to speak and understand English and another language.
- 2.1.3 Business Day:** Monday through Friday, excluding County observed holidays.
- 2.1.4 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.5 Contract:** This agreement executed between County and 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.
- 2.1.6 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.
- 2.1.7 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.8 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.9 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.10 County's Project Monitors:** Persons with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.11 County Administrator on Duty:** The Person designated by County with responsibility to manage the operations of each shift for their respective

location and is available twenty-four (24) hours a day, three hundred sixty-five (365) days a year.

- 2.1.12 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.13 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.14 Department:** The County of Los Angeles Department of Mental Health, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.15 Director:** Director of Department of Mental Health.
- 2.1.16 Electronic Post Confirmation System:** The automated check-in system which verifies Posts are staffed and alerts a Contractor dispatcher when a Security Guard or Security Guard Supervisor has not reported for duty. Data from the system is then used to create Contractor's invoice for services.
- 2.1.17 Facility Administrator:** The person designated by County with responsibility to oversee the day-to-day operations of Location.
- 2.1.18 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.19 General Post Order:** Proprietary documents written by the County that clearly outline duties, responsibilities, and expectations of all Security Guards and Security Guard Supervisors as set forth in Exhibit A (SOW and SOW Attachments).
- 2.1.20 Location:** A County work site/service location such as a facility or clinic where security personnel perform Security Guard related duties at a Post.
- 2.1.21 Monthly Inspection Report (MIR):** A Contractor form used to document services provided, problems identified, and corrective actions taken by Contractor.
- 2.1.22 Open Post:** Any Post left unmanned for any period of time, including breaks and meal periods.
- 2.1.23 Post:** A Security Guard assignment within a Location.
- 2.1.24 Post Commander (PC):** A person designated by Contractor who is a Security Guard Supervisor with administrative responsibilities and dedicated to a particular Location, as set forth in Attachment 1 (Staffing Plan) of Exhibit A (SOW).

- 2.1.25 Program Manager:** The person designated by Contractor that is an employee of the Contractor and that is assigned to perform administrative duties for Contractor, such as time-keeping, payroll support, and Department and County Facility Administrator interface, at a dedicated Location, as set forth in Attachment 1 (Staffing Plan) of Exhibit A (SOW and SOW attachments).
- 2.1.26 Program Supervisor:** The person designated by Contractor that is an employee of the Contractor and that is assigned to perform administrative duties for Contractor, such as time-keeping, payroll support, and Department and County Facility Administrator interface, with hours distributed to a particular Location and its satellite Locations, as set forth in Attachment 1 (Staffing Plan) of Exhibit A (SOW and SOW Attachments).
- 2.1.27 Security Guard:** A person designated by Contractor that is an employee of the Contractor and that is assigned to perform security guard duties as set forth in Exhibit A (SOW and SOW Attachments).
- 2.1.28 Security Guard Daily Activity Report (DAR):** A Contractor form used by Security Guards to log events throughout the day at their assigned Location.
- 2.1.29 Security Guard Sign In/Out Sheet:** A Contractor form used by Security Guards to sign in and out of their County assignment on a daily basis.
- 2.1.30 Security Guard Supervisor:** A person designated by Contractor that is an employee of Contractor and that is assigned to perform supervisory duties as set forth in Exhibit A (SOW and SOW Attachments).
- 2.1.31 Security Guard Supervisor Daily Activity Report (Supervisor DAR):** A Contractor form used by Security Guard Supervisors to log events throughout the day at their assigned Location(s).
- 2.1.32 Security Guard Supervisor Sign In/Out Sheet:** A Contractor form used by Security Guard Supervisors to sign in and out of their County assignment on a daily basis.
- 2.1.33 Security Incident Report (SIR):** A County form used by Contractor to report significant security incidents.
- 2.1.34 Site-Specific Post Orders:** Documents written by the County that clearly outline duties, responsibilities, and expectations of Security Guard and Security Guard Supervisors, specific to either a Location, or a particular assignment as set forth in Exhibit A (SOW and SOW Attachments).
- 2.1.35 Training Compliance Report:** A Contractor form developed as specified in Exhibit A (SOW and SOW Attachments) which contains copies of completed Contractor background investigation records;

records of training received from Contractor or County with dated certificates of completion; current cards, licenses, and certifications; a brief biological sketch of the employee; and any additional information as required by County.

- 2.1.36 Watch Supervisor (WS):** A person designated by Contractor who is a Security Guard Supervisor with operational responsibilities for each shift at a particular Location, as set forth in Attachment 1 – Staffing Plan of Exhibit A – SOW and SOW Attachments.
- 2.1.37 Zone:** For the purposes of this Contract, County's two (2) operational areas of service. It consists of North and South Zones.
- 2.1.38 Total Contract Sum (TCS):** The total amount payable by County to Contractor for performing all tasks, deliverables, services and any other work required under this Contract.

3.0 WORK

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

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will commence upon execution by the parties through June 30, 2027, following approval by the County's Board award, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for an additional three (3) years through June 30, 2030. Each such option and extension will be exercised at the sole discretion of the Director or their designee as authorized by the Board.

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 a bidder is responsible for the purposes of a future County contract or extension option.

- 4.3** The Contractor must notify Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor and the Department will determine next steps.

5.0 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The Total Contract Sum and annual amount for this Contract payable by County to Contractor for performing all tasks, deliverables, goods, services and any other Work required under this Contract is set forth in Exhibit B, (Fiscal Provisions).

5.1.2 The Department may increase the Total Contract Sum by up to 20%, as approved by the Board. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.5.2 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.3 All invoices under this Contract must be submitted in two (2) copies to the following address:

APSEUInquiry@dmh.lacounty.gov

5.5.4 County Approval of Invoices

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

5.5.5 Preference Program Enterprises - Prompt Payment Program

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

5.6 Unresolved Disallowed Costs

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

such disallowed costs are the subject of good faith negotiations to resolve the disallowed costs, in the sole opinion of the County, or have been resolved.

5.7 Cost of Living Adjustments (COLA's)

If requested by the Contractor prior to the renewal of a contract option year, the Contract amount (hourly, daily, monthly, etc.) for the additional option year periods identified in Paragraph 4.2 - Term of Contract may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Contract commencement anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase will not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Before any COLA increase may take effect and become part of the contract, it will require a written amendment to the contract first, that has been formally approved and executed by the parties. To request a COLA, Contractor must submit a written request along with appropriate justification to the Contract Analyst 60 days prior to exercising the additional option year periods identified in Paragraph 4.2.

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

- 5.8.1** 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 will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.8.2** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.8.3** 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.
- 5.8.4** 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), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Project Director

Responsibilities of the County's Project Director include:

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

6.3 County's Project Manager

The responsibilities of the County's Project Manager include:

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project 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 County in any respect whatsoever.

6.4 County's Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

6.5 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any change as they occur.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and must coordinate with County's Project Manager and County's Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

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 Manager.

7.4 Contractor's Staff Identification

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

7.4.1 Contractor is responsible to ensure that staff have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.4.2 Contractor must notify the County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return staff's ID badge to the County on the next business day after the staff has terminated employment with the Contractor.

7.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return staff's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to criminal conviction information. The fees associated with the

background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.4 Intentionally Omitted

7.5.5 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

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, County policies concerning information technology security and the protection of confidential records and information.

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

Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without 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 Contract.

7.6.4 Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, contract term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment must be prepared and executed by the Contractor and by DMH Director or authorized designee.

8.1.2 The County's Board 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 or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the DMH Director or his/her designee.

8.1.3 The Director or his/her designee may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by DMH Director or his/her designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted

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

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

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

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

- 8.5.2** The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- 8.5.3** If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.
- 8.5.4** If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.5** The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within three (3) business days of receiving the complaint.
- 8.5.6** 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.
- 8.5.7** Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

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

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

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with 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 Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

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

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

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

- For purposes of 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 \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the 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 the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
- Contractor’s violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

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

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

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

8.11 Consideration of Hiring GAIN/START Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

- 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.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity

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

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

8.12.5 Subcontractors of Contractor

There shall be no subcontracting for this Contract.

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

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

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

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

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

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

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of 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 must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

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

8.20 Force Majeure

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

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

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to

obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

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

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

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

8.23 Indemnification

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

such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 General Provisions for All Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than 10 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 Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its 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 the 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 Department of Mental Health at:

County of Los Angeles

Department of Mental Health

Contracts Development and Administration Division

510 S. Vermont Ave., 20th Floor

Los Angeles, CA 90020

Attention: Division Manager of Contracts

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Change in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

Intentionally Omitted

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard 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, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

General Aggregate: \$4 million

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

The policy shall also provide coverage for liability for Assault and Battery, as well as Errors and Omissions and Punitive Damages. Alternatively, such Errors and Omissions and Punitive Damages coverage may be provided under the terms of a separate Errors and Omissions (Professional) Liability policy. If Contractor's operations will include use of firearms and/or animals, then firearms and/or animal-related liability, respectively, also shall be covered.

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

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

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

8.25.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

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

- **Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$100,000 per occurrence. Such coverage must protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents must be named as an Additional Insured and Loss Payee as its interests may appear. This insurance must include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and must not contain a requirement for an arrest and/or conviction.

8.26 Liquidated Damages

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

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is specified in

the Performance Requirements Summary (PRS) Chart, hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, 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 Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

- Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3** The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, 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.
- 8.28.4** 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 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 Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Civil Rights Department or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8** The parties agree that in the event the Contractor violates any of the anti discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notices

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

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

8.35.1 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 8.37 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records except for those documents determined to be non-disclosable or exempt pursuant to [California Government Code sections 7921.000 et seq.](#) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 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 a bid 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.

8.36 Publicity

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

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

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

8.37 Record Retention and Inspection-Audit Settlement

- 8.37.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.37.2** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.3** Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.37.4** 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 must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability

for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38 Recycled Bond Paper

Consistent with the Board 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.

8.39 Subcontracting

8.39.1 The requirements of this Contract may not be subcontracted by Contractor. Any attempt by Contractor to subcontract any work under this Contract may be deemed a material breach of this Contract

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of the Contractor), pursuant to [County Code Chapter 2.202](#).

8.41 Termination for Convenience

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

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

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

8.42 Termination for Default

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 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.

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

8.42.3 Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 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 the 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, 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).

8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 Termination for Improper Consideration

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

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

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

8.44 Termination for Insolvency

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

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

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the 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 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

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

8.49 Warranty Against Contingent Fees

8.49.1 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.

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.52 Time Off for Voting

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

8.53 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 the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. 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 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.54 Integrated Pest Management (IPM) Program Compliance (Intentionally Omitted)

8.55 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#) and [Chapter 8.300 of the Los Angeles County Code \(Fair Chance Ordinance for Employers\)](#). Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

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

8.57 Prohibition from Participation in Future Solicitation(s)

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

in the disqualification of the Contractor/Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.58 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.

8.59 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

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

9.0 UNIQUE TERMS AND CONDITIONS

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

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

connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.2 Ownership of Materials, Software and Copyright (Intentionally Omitted)

9.3 Patent, Copyright and Trade Secret Indemnification (Intentionally Omitted)

9.4 Data Destruction (Intentionally Omitted)

9.5 Contractor Protection of Electronic County Information

1. The Board has recognized that the County must ensure that appropriate safeguards are in place to protect public data and avoid the penalties and fines that may be imposed when unprotected confidential/sensitive information is disclosed inappropriately. County Policy 5.200 "Contractor Protection of Electronic County Information" provides specific details and can be accessed at the following link: https://library.municode.com/ca/la_county_-_bos/codes/board_policy?nodeId=CH5COPU_5.200COPRCOELSTIN. Contractor agrees that it will comply with County Policy 5.200, as it now exists or as it might be modified in the future, as it relates to information acquired in the course of providing services during the term of this Contract.
2. Contractor must sign Exhibit K (Attestation Regarding Information Security Requirements) to attest compliance with Los Angeles County Board of Supervisors Policy No. 5.200 "Contractor Protection of Electronic County Information" and acknowledge that it is the responsibility of the Contractor to access the following link: <https://dmh.lacounty.gov/providers/administrative-tools/administrative-forms/contract-attachments/> for Information Security documents **annually and upon notification by DMH of updated Information Security documents. It is the contractor's responsibility to update and resubmit the documents at any time if changes occur outside of the parameters identified above.** Contractor must also ensure that prior to access, its workforce members, including subcontractors, that create, receive, maintain, or transmit Personal Identifiable Information (PII) and Protected Health Information (PHI), acknowledge and sign the applicable Attachments to Exhibit K. Security and privacy requirements will apply to all County PII, PHI, and Medical Information electronically stored or transmitted by contractors and subcontractors, irrespective of storage and/or transmission methodology. Contractor's Charitable Activities Compliance (Intentionally Omitted)

9.6 Local Small Business Enterprise (LSBE) Preference Program

- 9.6.1** This Contract 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** The Contractor will 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** The Contractor will 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 the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, will:

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
- 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 Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

9.7 Social Enterprise (SE) Preference Program

- 9.7.1** This Contract 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.
- 9.7.3** 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 contract to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- 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 Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.8.1 This Contract 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 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 contract to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
- 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 Contract, 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 Economic Opportunity of this information prior to responding to a solicitation or accepting a contract award.

9.9 Organic Waste Recycling (Intentionally Omitted)

9.10 Procurement of California Health and Safety Code § 39730.5 et seq. Compliant Compost and Mulch (Intentionally Omitted)

9.11 Edible Food Donation (Intentionally Omitted)

9.12 Compliance with County's Women in Technology Hiring Initiative (Intentionally Omitted)

9.13 Reduce Single-Use Plastics (Intentionally Omitted)

9.14 Compliance with California Senate Bill 525 (SB 525) - Healthcare Minimum Wage Requirements (Intentionally Omitted)

9.15 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations

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

9.16 Compliance with the Assembly Bill 1978 (AB 1978) - Property Service Workers Protection Act (Intentionally Omitted)

9.17 Digital Accessibility Requirements (Intentionally Omitted)

/

/

10.0 SURVIVAL

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration/Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	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 8.59	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.5	Contractor Protection of Electronic County Information
Paragraph 10.0	Survival

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

COUNTY OF LOS ANGELES

By _____
Lisa H. Wong, Psy.D., Director
County of Los Angeles
Department of Mental Health

CONTRACTOR

Universal Protections Service LP

By _____

Name: _____

Title: _____

(AFFIX CORPORATE SEAL HERE, IF APPLICABLE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: RACHEL KLEINBERG
Senior Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK AND SOW ATTACHMENTS

SECURITY GUARD SERVICES

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
1.0 SCOPE OF WORK.....	1
2.0 ADDITION/DELETION OF LOCATIONS, SPECIFIC TASKS AND/OR WORK HOURS.....	2
3.0 QUALITY CONTROL	2
4.0 QUALITY ASSURANCE	4
5.0 HOURS AND DAYS OF OPERATION (INTENTIONALLY OMITTED).....	5
6.0 RESPONSIBILITIES	5
7.0 SECURITY GUARD AND SECURITY GUARD SUPERVISOR HOURS AND DAYS OF OPERATION.....	13
8.0 WORK SCHEDULES	14
9.0 REPORTING REQUIREMENTS (INTENTIONALLY OMITTED)	14
10.0 CONTRACTOR WORK REQUIREMENTS	14
11.0 GREEN INITIATIVES	25
12.0 PERFORMANCE REQUIREMENTS SUMMARY	25

SOW ATTACHMENTS

- 1** Staffing Plan
- 2** Training Outline
- 3** Contract Discrepancy Report (CDR)
- 4** Performance Requirements Summary (PRS)

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

- 1.1 The Los Angeles County (County or LAC) Department of Mental Health (Department or DMH) is responsible for providing security in LACDMH facilities and clinics (Locations) throughout the County. Contractor's armed and unarmed security guard services are provided in either or both of two (2) Zones (North and South).
- 1.2 Contractor shall provide trained and certified, Armed and Unarmed, professional, courteous, uniformed and equipped Security Guards and Security Guard Supervisors, as specified for Locations, as set forth in Attachment 1 (Staffing Plan) of this Statement of Work (SOW). Specific services shall include:
 - 1.2.1 Post at each assigned LACDMH location/site either as fixed or patrol security for the purpose of detecting and preventing acts which are injurious to others or to property;
 - 1.2.2 Operate weapon screening equipment, including X-ray machines and magnetometers, both screen-operated and handheld;
 - 1.2.3 Detain individuals and conduct investigations that may lead to arrest.
 - 1.2.4 Intervene, when necessary, to prevent injurious acts to persons or property and conduct searches, as required for firearms and contraband;
 - 1.2.5 Visually screen packages and parcels carried in and out of LACDMH location;
 - 1.2.6 Investigate questionable acts or behavior observed or reported;
 - 1.2.7 Ensure only authorized personnel are permitted access to appropriate areas;
 - 1.2.8 Respond to scene of local fires, burglary, or other alarms;
 - 1.2.9 Monitor building alarm systems and electronic surveillance equipment; and
 - 1.2.10 Conduct regular patrols of LACDMH locations.

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

- 2.1 LACDMH shall add and/or delete specific Locations within a Zone and add, delete, reduce, or change specific tasks and/or work hours for any and all shifts, during the term of the Contract, in accordance with sub-paragraph 8.1 (Amendments).
- 2.2 LACDMH requests for a change, addition, and/or deletion of services shall be made by written notice (either memorandum or electronic mail) to Contractor three (3) to five (5) Business Days prior to coverage change. Contractor shall provide written confirmation (either memorandum or electronic mail) of coverage changes within three (3) calendar days of receipt of such notice.
- 2.3 Urgent service requests may be issued by either the LACDMH administrative staff or the specific Facility Administrator, verbally or in writing (either memorandum or electronic mail), to Contractor prior to the requested start of services. A formal amendment will follow per sub-paragraph 8.1 (Amendments).
- 2.4 Contractor shall provide coverage for urgent service requests at the start time requested by LACDMH or, in the event of requests for immediate service, as soon as reasonably possible.

3.0 QUALITY CONTROL

Contractor shall establish and maintain a comprehensive Quality Control Plan to assure County a consistently high level of service throughout the term of the Contract that meets or exceeds all requirements. In the event that requirements and/or policies and procedures change during the term of the Contract, Contractor shall update the Quality Control Plan and submit such updated plan to LACDMH staff. The Quality Control Plan shall include all of the following required reporting:

3.1 Monthly Inspection Report

A Monthly Inspection Report (MIR) is to be completed by the tenth (10th) calendar day of each month for each Location for which services were provided, according to Attachment 1 (Staffing Plan) of this SOW, which shall provide full details on all services provided, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time that elapsed between identification and completed corrective action.

3.2 Daily/Weekly Reporting Documents

Contractor shall maintain Security Guard and Security Guard Supervisor Sign In/Out Sheets and Daily Activity Reports (DAR) at each Location where services are provided. Copies of Sign In/Out Sheets shall be submitted with monthly invoices to LACDMH for review. Records shall include:

3.2.1 Security Guard Sign In/Out

Security Guards must sign in upon arrival at Post and sign out at the end of each shift.

3.2.2 Security Guard Supervisor Sign In/Out Sheet

Security Guard Supervisors shall sign in and out at each Location when making their rounds.

3.2.3 Security Guard Daily Activity Report (DAR)

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

3.2.4 Security Guard Supervisor Daily Activity Report (DAR)

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

3.3 In-Service Training Report

Contractor shall provide a monthly report of all in-service training (training received while providing services at a Location) to LACDMH by the tenth (10th) calendar day of the following month in which training was completed. Report shall be in spreadsheet format and include the following: Location name, guard last name, guard first name, guard card number, date of training, name of in-service training, type of training (computer, class, handout, demonstration), brief description of training.

3.4 Recruitment Plan

Upon request, Contractor shall inform LACDMH of how they intend to recruit and maintain a pool of personnel to provide services under the Contract and make changes as recommended by LACDMH.

3.5 Procedural Manual

Contractor shall develop and provide a procedural manual describing how Contractor will inform their employees of procedural changes made by County or other entity to its employees. The procedural manual shall be provided to LACDMH upon request.

3.6 Background Investigation Clearance Reports

Upon LACDMH request, Contractor shall forward a Background Investigation Clearance Report to LACDMH. The Background Investigation Clearance Report

shall include employee name, Location, guard registration card number (if applicable), and date employee's background was cleared.

3.7 Complaint Investigation Procedures

Contractor shall develop, maintain, and follow procedures for receiving, investigating and responding to complaints by Security Guards, Security Guard Supervisors, members of the public, and/or County personnel. These procedures shall be provided to LACDMH upon request.

3.8 Illness and Injury Prevention Program

Contractor shall provide LACDMH with a copy of Contractor's CALOSHA-compliant Illness and Injury Prevention Program (IIPP) prior to commencement of services under the contract.

3.9 Contractor shall maintain and update, as necessary, written policies and procedures regarding the licensing, certification, training files, and work requirements for Contractor personnel assigned to provide Armed and Unarmed security guard services under the Contract, and provide to LACDMH immediately upon request.

3.10 Contractor shall develop and maintain a written plan for ensuring that services will continue in the event of a natural or manmade disaster, or strike of Security Guards and/or Security Guard Supervisors. This plan shall be provided to LACDMH upon request.

3.11 Bilingual Staffing Plan

In the event LACDMH determines bilingual staffing is necessary at one or more location(s), Contractor shall establish and provide a bilingual staffing plan that identifies bilingual staff (defined as speaking English and at least one additional language) to be stationed at those locations.

4.0 QUALITY ASSURANCE

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15 (County's Quality Assurance Plan).

4.1 Meetings

County and Contractor shall meet at least quarterly, and more frequently if deemed necessary, to discuss services.

4.2 Contract Discrepancy Report

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

4.2.2 A Contract Discrepancy Report (CDR) shall be issued at LACDMH's discretion. Upon receipt of a CDR, Contractor is required to respond in writing to LACDMH staff within five (5) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor must submit its plan to correct the deficiency(s) identified in the CDR to LACDMH within five (5) Business Days. A sample of the CDR is attached as Attachment 3 - Contract Discrepancy Report (CDR) of this SOW.

4.3 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 HOURS AND DAYS OF OPERATION (INTENTIONALLY OMITTED)

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

LACDMH will administer the Contract according to the Contract, Paragraph 6.0 (Administration of Contract – County). 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 Contract, Paragraph 8.1 (Amendments).

6.2 Furnished Items

- 6.2.1** At County's sole discretion, County will furnish non-exclusive office or other space at County facilities where Contractor's security guard services are being provided for use by Contractor's security guards. County will repair and/or replace County-provided furniture and equipment due to normal wear and tear. County may inspect, demand return of, and otherwise have a right to enter and search such property in accordance with existing County policies and practices.
- 6.2.2** Upon termination of the Contract, all County-furnished equipment shall be returned to County in good operating condition, less reasonable wear and tear.

- 6.2.3** Contractor personnel shall sign in and sign out for all County-furnished equipment, when reporting for duty and at the end of the work shift.
- 6.2.4** LACDMH staff shall report any improperly working or defective County-furnished equipment to County Project Manager through a written memorandum immediately upon Contractor's knowledge of the problem or defect.
- 6.2.5** The following is a list of forms or logs that are applicable to the services in this SOW that will be provided to the Contractor, by LACDMH staff, prior to commencement of work under the Contract and at any time when forms are updated/revised by LACDMH.

6.2.5.1 Post Orders: County Form

Post Orders are proprietary documents created, issued, and maintained by the Department. General Post Orders apply to all Locations. Site-Specific Post Orders are unique to the requirements of the Location or the Post to which they apply. Both General Post Orders and Site-Specific Post Orders are to be followed by Contractor completely and at all times.

6.2.5.2 Contract Discrepancy Report (CDR): County Form

Attachment 3 – Contract Discrepancy Report (CDR) of this SOW.

6.2.5.3 Security Incident Report: County Form

Security Incident Report (SIR) is used by Contractor to report significant security incidents, including, but not limited to, incidents involving: any use of force, detention of an individual pursuant to arrest, any incident requiring law enforcement or emergency response or backup, building or area evacuations, or bomb threat. SIRs are to be completed and submitted to County Project Manager immediately following a security incident.

CONTRACTOR

6.3 Personnel

- 6.3.1** Contractor will assign a sufficient number of staff to perform the required work. At least one staff on site must be authorized to act for Contractor in every detail and must speak and understand English.

- 6.3.1.1** Contractor will be required to background check their staff as set forth in Paragraph 7.5 (Background and Security Investigations) of the Contract.

6.3.2 Administrative Staff

Contractor must provide full-time administrative staff. Administrative staff shall provide administrative duties for Contractor, such as time-keeping, personnel and payroll support, either dedicated to a particular Location, or with hours distributed to a particular Location and its satellite Locations; and interfacing with Department and LACDMH Facility Administrators.

6.3.2.1 Contractor's Project Manager

Contractor must provide a full-time Contractor's Project Manager and designated alternate. County must have access to the Project Manager during regular business hours. Contractor must provide a telephone number and e-Mail where the Project Manager may be reached during regular business hours.

6.3.2.1 Post Commander – Provide technical and administrative support to all Security Guard Supervisors.

6.3.2.2 Watch Commander – Provide direct support to all Security Guard Supervisors.

6.3.3 Armed and Unarmed Security Guards

Contractor shall provide background-cleared, certified, trained, uniformed and equipped, professional and courteous, Unarmed and Armed Security Guards and Security Guard Supervisors, as needed by the Department, in accordance with Attachment 1 (Staffing Plan) of this SOW.

6.3.3.1 Security Guards and Security Guard Supervisors shall possess basic writing skills and computer knowledge for note-taking and completing report forms, the ability to write and speak in English, the ability to work with the public and with County employees, and the ability to accept responsibility and work independently.

6.3.3.2 Security Guards and Security Guard Supervisors must be at least eighteen (18) years of age to provide services under the Contract.

6.3.3.3 Security Guards and Security Guard Supervisors shall have a working knowledge of pertinent Federal, State and local laws that apply to the provision of security guard services, particularly those dealing with arrest, licensing, training, and certifications as set forth in California Penal Code sections 830.1 through 854 and with all Department rules and regulations.

6.3.3.4 Security Guards and Security Guard Supervisors shall be able to carry out all physical work requirements specified in the Contract.

6.3.3.5 Administrative File

Contractor shall maintain an administrative file for Security Guards and Security Guard Supervisors. The administrative file may be reviewed by LACDMH at any time as part of programmatic monitoring. The Administrative File shall contain copies of the following:

a. Background Investigation Results/Report

Contractor must provide results of and/or report on background investigations for each of Contractor's employees. Results and reports must include all non-confidential information.

Note: Background investigation must include information obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review. The fees associated with the background investigation are at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

County will not accept any of the Contractor's employees who have:

- i. Been convicted of a felony;
- ii. Been convicted for a sex offense;
- iii. Been convicted for assault or violence, including domestic violence;
- iv. Military conduct that involved dishonorable discharge, bad conduct, or less than honorable discharge;
- v. Conduct that would preclude the employee from receiving a bond;
- vi. Any conviction of drunk or reckless driving within the last three (3) years;
- vii. Any pattern of irresponsible behavior including but not limited to unsatisfactory driving; and
- viii. Any pattern of recent habitual illegal drug use.

The background investigation requirements are subject to change at any time at the sole discretion of County.

b. Military Service

If applicable, all military experience (regular or reserve) must be documented. Include a copy of candidate's Selective Service Card and/or military discharge papers (DD214). If candidate does not possess a Selective

Service Card or military discharge papers, explain why information is not available.

c. Guard Registration Card

If applicable, include copy of current Guard Registration Card issued by the California Department of Consumer Affairs (CDA), Bureau of Security and Investigative Services (BSIS).

d. All trainings – Include dates and certifications.

e. Valid Driver's License or Identification Card

Include copy of valid California Class "C" Driver's License of California Identification Card.

f. Education (College or High School or G.E.D. diploma or equivalent

Include copy of college degree of High School or G.E.D. diploma or equivalent.

g. Pre-Placement and Annual Health Screening

Based on the regulatory compliance requirements of The Joint Commission (TJC), Cal/OSHA standard set forth at 8 CCR§ 5199, and Title 22 of California Code of Regulations, the County has established and maintains policies related to initial and annual health screening, tuberculosis (tb) screening and history and evidence of immunity to vaccine preventative diseases of all individuals working in all Locations.

Initial or pre-placement health screening shall include, but shall not be limited to, the following: TB symptom review and documentation of a negative two-step or blood test for tb. If either test is positive a current negative chest x-ray is required evidence of immunity to mumps, measles, rubella and varicella either by documentation of two live vaccines or positive titer. Documentation of a completed hepatitis B series with a reactive HbsAb or declination form signed by candidate. In addition, documentation of tetanus, diphtheria, acellular pertussis (Tdap) vaccine or declination. Seasonal influenza vaccination (one dose for current season each year) or declination; however, persons who decline the vaccination will be required to wear a mask during the influenza season.

h. Annual Performance Evaluations

i. Notification of Staff Termination

Contractor shall provide notification to County within one (1) Business Day when Security Guard staff is terminated from providing services under this Contract.

6.4 Uniforms/Identification Badges

6.4.1 Contractor shall ensure that all on-duty Security Guards and Security Guard Supervisors wear Contractor-provided uniforms during Service hours.

6.4.2 Contractor shall provide, at Contractor expense and at no cost to Contractor employee or to the County, all Security Guards and Security Guard Supervisors providing services under the Contract with a uniform. Uniforms shall be the same for all assigned Security Guards and Security Guard Supervisors, unless an exception is required.

6.4.3 Uniforms shall clearly and professionally identify all Security Guard personnel.

6.4.4 Security Guard and Security Guard Supervisor uniforms shall always be clean and neatly pressed.

6.4.5 Contractor shall provide, at Contractor expense and at no cost to Contractor employees or to the County, all Security Guards and Security Guard Supervisors providing services under the Contract with a photo identification card. Contractor identification card shall contain a graphic of the appropriate badge, Contractor name, and any identifying information that is standard for Security Guards and Security Guard Supervisors.

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

6.5 Materials and Equipment

6.5.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor must use materials and equipment that are safe for the environment and safe for use by the employee.

6.5.2 Contractor shall provide, at Contractor's expense, all working materials/documents necessary to perform the services required hereunder, including: 1) documents, 2) log sheets, and 3) stationary.

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

according to manufacturer standards. LACDMH may request Contractor equipment inspection reports to ensure they are in proper working order.

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

- a. Current California Guard Registration Card;
- b. Sam/Sally Browne belt;
- c. One (1) Handcuff case;
- d. One (1) set Handcuffs plus key;
- e. Four (4) keepers;
- f. One (1) Key Snap;
- g. One (1) heavy-duty 3-cell flashlight approved by County, with batteries;
- h. One (1) radio holder/pouch;
- i. Badge, to be worn on the uniform;
- j. Side Handle Baton with Baton Ring or Collapsible Side Handle Baton with Baton Ring. Handler, 12", or the ASP (24" or 26") expandable straight stick;
- k. Valid and current permit for Baton;
- l. Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in holster); and
- m. Personal Protective Equipment (PPE) Pouch.

6.5.3.2 Radios

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

- a. Contractor shall ensure all radios are programmed and available, that the radio system is operational prior to commencing work under the Contract, and that the radio system is able to operate efficiently and effectively throughout Locations or building and grounds of the Location without interruption and follow all Federal Communications Commission (FCC) regulations.
- b. Contractor shall provide hand-held radios for each Security Guard and Security Guard Supervisor, any designated Department personnel, and one or more facility administration personnel, as required.
- c. Contractor shall provide a sufficient number of batteries to provide a fully-charged battery and a fully-operational radio for each Security Guard and each

Security Guard Supervisor on each shift at each Location.

- d. Contractor shall provide regular maintenance, repair and/or replacement for radio equipment as needed.

6.5.3.3 Electronic Post Confirmation System

Contractor shall utilize a check-in/check-out Electronic Post Confirmation System, in addition to actual hard copy sign-in/sign-out sheets, for Security Guard(s) and Security Guard Supervisor(s) assigned to work at all Locations. The Electronic Post Confirmation System shall have the ability to generate a report that shows check in/out times and hours worked. The report shall be used to generate monthly invoices to be submitted to County along with hard copy sign-in/sign-out sheets. Contractor shall provide and maintain such Electronic Post Confirmation System at no cost to County.

6.5.3.4 Vehicles

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

6.5.3.5 Contractor may provide vehicles to Security Guard personnel to use vehicles to perform their assigned duties.

6.5.3.6 Contractor vehicles shall be clearly identified, and must be well maintained and kept clean at all times.

6.5.3.7 Contractor provided vehicles shall be as follows:

- a. In good condition/repair with no visible damages;
- b. Properly marked with company name and logo;
- c. Suitable for parking lot patrol;
- d. Shall have the following items:
 - 1. First aid kit;
 - 2. 5 LB ABC type fire extinguisher;
 - 3. Hand-held or vehicle spotlight;
 - 4. Traffic cones;
 - 5. Flares;
 - 6. Yellow scene management (banner guard type) tape.

6.5.3.8 Contractor shall maintain and provide, upon request by County, a current vehicle list, including description, license plate numbers, and vehicle identification numbers of all Contractor owned vehicles used by Security Guards and Security Guard Supervisors providing services under the

Contract. All vehicles must be in safe operating condition in compliance with all California Vehicle Code regulations.

6.5.3.9 County may request, at any time, Contractor's vehicle inspection reports of all Contractor vehicles used to provide services under the Contract.

6.5.3.10 Parking Fees

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

6.6 Training

6.6.1 Contractor must provide training programs for all new administrative employees and continuing in-service training for all staff that provide services under the contract.

6.6.2 All staff (administrative and security staff) must be trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked daily for safety. When applicable, all employees must wear safety and protective gear according to OSHA standards.

6.6.3 For all Security Guards and Security Guard Supervisors, see Attachment 2 (Training Outline) of this SOW.

6.7 Contractor's Administrative Office

Contractor shall maintain an administrative office, within the County of Los Angeles, with a telephone in Contractor's name, where Contractor conducts business, to facilitate County contract monitoring. The office shall be staffed during the hours of 6:00 a.m. to 6:00 p.m., seven (7) days a week, by at least one (1) employee who can respond to inquiries from County which may be received regarding Contractor performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. Contractor shall answer calls received by the answering service within one (1) hour of receipt of the call. Contractor may be required to maintain an additional "on-site" office at particular Locations, with space provided by County, based on the needs of the Locations.

7.0 SECURITY GUARD AND SECURITY GUARD SUPERVISOR HOURS AND DAYS OF OPERATION

Security Guard and Security Guard Supervisor hours and days of operation will vary by Location. The hours and days are set forth on Attachment 1 (Staffing Plan)

of this SOW. Security staff may be required to work on County-recognized holidays.

7.1 Holidays

When twenty-four (24) hour/seven (7) day a week coverage is required at specified Locations, Contractor will be required to provide services on County-recognized holidays.

7.1.1 Contractor will be paid by County at the overtime rate of one and a half (1.5) times the hourly labor rate for Security Guard and Security Guard Supervisor hours required on dates that are recognized by both County and Contractor as holidays, provided the Contractor pays the overtime rate of one and a half (1.5) times the hourly labor rate to Security Guards and Security Guard Supervisors.

7.1.2 Holiday dates will vary from year to year. LACDMH will provide Contractor with a list of County-recognized holidays for the following calendar year as soon as they become known. Contractor shall provide LACDMH with a list of Contractor-recognized holidays for the following calendar year as soon as they become known.

8.0 WORK SCHEDULES

8.1 Work Schedules/Deployment

Contractor shall have discretion over the deployment of Security Guards and Security Guard Supervisors and shifts as long as service levels are met. Contractor shall maintain a continuously-updated deployment roster and submit a copy to LACDMH upon request and during quarterly meetings. In the event that County requires additional service hours or service days due to temporary changes in workload or other urgent needs of the Department, Contractor shall work with the County to develop a plan to meet the new requirements and County will prepare an Amendment in accordance with sub-paragraph 8.1 (Amendments) of this Contract.

9.0 REPORTING REQUIREMENTS (INTENTIONALLY OMITTED)

10.0 CONTRACTOR WORK REQUIREMENTS

Contractor shall provide sufficient Security Guards and Security Guard Supervisors for all LACDMH site/locations as set forth in Attachment 1 (Staffing Plan) of this SOW, including relief for breaks and meal periods where necessary, to ensure there are no open posts at any time.

10.1 Open Post

10.1.1 Security Guards and Security Guard Supervisors shall be responsible for reporting absences to Contractor. Contractor shall report to LACDMH the

day before a planned absence or as soon as reasonably possible of Security Guard or Security Guard Supervisor work reporting time for unplanned absences. Upon reporting unplanned absences, Contractor shall deploy a replacement Security Guard or Security Guard Supervisor to the Location immediately to ensure Post coverage at all times. If a Security Guard Supervisor is deployed for a Security Guard, they shall stand post until a replacement Security Guard arrives. The replacement Security Guard or Security Guard Supervisor shall report as soon as reasonably possible from unplanned absence notification.

10.1.2 In the event that a Security Guard or Security Guard Supervisor must leave during the workday, Contractor shall send a replacement Security Guard or Security Guard Supervisor as soon as reasonably possible. In the event that a Security Guard Supervisor replaces a Security Guard, Contractor shall bill the County at the Security Guard rate. Contractor shall make every effort to have a replacement on Location immediately upon notice of an Open Post.

10.1.3 LACDMH shall view any open post as a breach of Contract performance. More than three (3) instances of an open post in a Location within a thirty (30) calendar day period or three (3) consecutive days of an open post shall subject Contractor to significant additional assessments, as described in Attachment 4 (Performance Requirements Summary) of this SOW.

10.2 Security Guard Duties

Security Guard duties shall include:

10.2.1 Signing in and signing out each day using both an Electronic Post Confirmation System provided by the Contractor and located at each Post. Guards shall report to work on time and hold over on assigned duties until relieved.

10.2.2 Operating weapon screening equipment, including X-ray machine and magnetometers, both screen-operated and handheld, if required.

10.2.3 Covering an assignment at a fixed Post or patrol an area or Location for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to other individuals or to property.

10.2.4 Detaining individuals for further investigation or arrest when circumstances and conditions warrant such action.

10.2.5 Intervening, when necessary, to prevent injurious acts to persons or property and conducting searches, as required, for firearms and contraband, and providing details on individuals for investigations, detention, or arrest.

10.2.6 Visually screening packages and parcels carried in and out of a Location to secure against theft and prepare written records of contents. Ensuring

transmittal forms contain authorized signature to accompany materials and items being removed from the Location.

- 10.2.7** Investigating questionable acts or behavior observed or reported on County property, and questioning witnesses and suspects to ascertain or verify facts.
- 10.2.8** Answering questions and provide escort services, as duties permit, to members of the public or County employees.
- 10.2.9** Monitoring the security of safes and secure areas within each Location where equipment or items of value are stored.
- 10.2.10** Locking and unlocking gates and doors as directed in Post Orders or by Facility Administrator.
- 10.2.11** Turning off and/or dimming lights and closing window coverings at a Location as directed in General Post Orders, Site-Specific Post Orders, or by Facility Administrator.
- 10.2.12** Ensuring that only authorized personnel are permitted access to closed or restricted Locations or areas, and detain unidentified or unauthorized individuals; visually inspecting all persons, including County employees, for proper identification and require such individuals to sign in and sign out of a Location as required in General Post Orders, Site-Specific Post Orders or by Facility Administrator.
- 10.2.13** Raising and lowering flags at designated times according to General Post Orders, Site-Specific Post Orders, or as directed by Facility Administrator.
- 10.2.14** Responding to reports of ill or injured visitors, patrons, or employees; render first aid and notify local law enforcement and/or Department personnel or Location administrator, as soon as practicably feasible, if further assistance is necessary or desirable.
- 10.2.15** Relaying reports of bomb threats immediately to local law enforcement, Department administrative personnel, and Location administrator; participating in bomb searches organized by LACDMH or other law enforcement agency personnel.
- 10.2.16** Responding to scene of locally-activated fire, burglary, or other alarms, evaluating the situation, and taking appropriate action.
- 10.2.17** Monitoring building alarm systems and electronic surveillance equipment, such as closed circuit television (CCTV) monitors, in buildings, halls, or parking lots, as required in General Post Orders, Site-Specific Post Orders, or as directed by Facility Administrator.
- 10.2.18** Conducting regular patrols of Locations, utilizing Contractor-issued motor vehicles, as required in General Post Orders, Site-Specific Post Orders,

or as directed by Facility Administrator. This may include parking lots/structures.

10.2.19 Possessing knowledge of the following:

- a. Working knowledge of assigned Location;
- b. Procedures for reporting and/or correcting hazardous conditions. Reporting safety hazards, malfunctioning equipment, liquid spills, and other such matters to the appropriate Department personnel and/or Location administrator and/or emergency agency.

10.2.20 Monitoring parking as directed in General Post Orders, Site-Specific Post Orders, or as directed by Facility Administrator.

10.2.21 Properly maintaining and handling batons.

- a. Security Guards shall not store baton or Sam/Sally Browne belt at any Location where services under the Contract are being provided, unless specifically authorized, in writing, by LACDMH.
- b. Security Guards shall not remove batons or Sam/Sally Browne belts from their persons or leave such items unattended at any Location, except in an extreme emergency or in a life threatening situation, or when specifically authorized, in writing, by LACDMH.
- c. Batons shall not be utilized as a measure of threat or intimidation, but shall be used only in life threatening or restraint situations.

10.2.22 For Locations that do not require Armed Security Guards, Security Guards shall not carry on their person nor store any firearms or firearm accessory at any Location where services under the Contract are being provided.

10.2.23 In the event of an incident involving serious misuse of authority by Security Guard or any Contractor employees, LACDMH may conduct an administrative investigation. Contractor shall fully cooperate with County in such situation, including, but not limited to, submitting documentation requested by LACDMH, and allowing Contractor employees to be interviewed at a Location designated by LACDMH.

10.2.24 Court Appearances and/or County Investigations

Security Guards may be required to appear in court or make statements to investigators regarding job-related incidents. In the event that a Security Guard is called upon as a witness for a job-related incident, County will reimburse Contractor based on review and approval by LACDMH.

10.3 Security Guard Supervisor Duties

Security Guard Supervisors' duties must include, at a minimum:

- 10.3.1** Providing direction and instruction to Post and/or patrolling Security Guards by making daily rounds of assigned Locations and monitoring Security Guards' performance under this Contract.
- 10.3.2** Explaining post procedures which are outlined in General Post Orders and Site-Specific Post Orders to assigned Security Guards.
- 10.3.3** Immediately responding to on-site emergencies, providing support as needed.
- 10.3.4** Providing training to Security Guards under their supervision and ensuring that each Security Guard fully understands the duties and services to be provided under this Contract, prior to Security Guard starting work as set forth throughout the Contract.
- 10.3.5** Being available for inspections from LACDMH and other Occupational Health and Safety (OHS) personnel.
- 10.3.6** Being available to the Security Guards under his/her supervision at all times during the assigned shift.
- 10.3.7** Providing technical and administrative advice to Security Guards as appropriate.
- 10.3.8** Ensuring that assigned Security Guard coverage is appropriate and adequate to meet County requirements.
- 10.3.9** Informing subordinates of any deviations from acceptable practices and procedures, instructing Security Guards on the proper methods and procedures, and explaining conditions in which deviations are permissible.
- 10.3.10** Responding to requests from Security Guards for assistance.
- 10.3.11** Having a thorough knowledge of radio usage and codes, and training Security Guards in these areas.
- 10.3.12** Conducting investigations of incidents and preparing a written memorandum or SIR as appropriate.
- 10.3.13** Driving a Contractor-provided motor vehicle to the different assigned Locations.
- 10.3.14** Signing in and signing out at visited Locations. A Security Guard Supervisor shall sign in/out using both the Electronic Post Confirmation System, provided by the Contractor, to record each Location visited.
- 10.3.15** Providing relief for Security Guard breaks and meals as required.
- 10.3.17** Properly maintaining and handling batons.

- a. Security Guard Supervisors shall not store baton or Sam/Sally Browne belt at any Location where services under the Contract are being provided unless specifically authorized, in writing, by LACDMH.
- b. Security Guards Supervisors shall not remove batons or Sam/Sally Browne belts from their persons or leave such items unattended at any Location, except in an extreme emergency or a life threatening situation, or when specifically authorized, in writing, by LACDMH.
- c. Batons shall not be utilized as a measure of threat or intimidation, but shall be used only in life threatening or restraint situations.
- d. For Locations that do not require armed guards (see Attachment 1 (Staffing Plan of this SOW), Security Guard Supervisors shall not carry on their person nor store any firearms or firearm accessory at any Location where services under the Contract are being provided.
- e. In the event of an incident involving serious misuse of authority by Security Guard, Security Guard Supervisor or any Contractor employees, LACDMH may proceed with and conduct an administrative investigation. Contractor shall fully cooperate with County in such situation, including, but not limited to, submitting documentation requested by LACDMH, and allowing Contractor employees to be interviewed at a Location designated by LACDMH.

10.3.18 Court Appearances and/or County Investigations

Security Guard Supervisors may be required to appear in court or make statements to investigators regarding job-related incidents. In the event that a Security Guard Supervisor is called upon as a witness for a job-related incident, County will reimburse Contractor for straight time (no over-time) spent engaged in court appearances and/or County investigations, based on review and approval by LACDMH.

10.4 General Work Requirements for Security Guard and Security Guard Supervisor

- 10.4.1** Contractor must ensure that Security Guards and Security Guard Supervisors assigned to work on this Contract understand this position must be their primary employment as this position is not suitable as a side job or freelance roll. If, in Contractor's or LACDMH's observation, Security Guard's or Security Guard Supervisor's performance declines, Contractor may require Security Guards and/or Security Guard Supervisors to disclose additional W-2 employment to verify hours. If performance does

not improve due to excessive work hours outside of this Contract, LACDMH may request that staff be re-assigned outside of this Contract.

- 10.4.2** Security Guards and Security Guard Supervisors shall not eat; read; or use personal radios, cellular telephones, televisions, any kind of electronic entertainment devices, Compact Disc players, or tape players at their Posts at any time.
- 10.4.3** Security Guards and Security Guard Supervisors shall be punctual and remain awake, alert, and attentive during their shifts, without exception.
- 10.4.4** Security Guards and Security Guard Supervisors shall report to work attired in full uniform and with all required equipment/accessories.
- 10.4.5** Security Guards and Security Guard Supervisors shall not remove or borrow items owned by County employees. Such items include, but are not limited to, radios, heaters, fans, etc.
- 10.4.6** Contractor is responsible for filling assigned Posts at all times according to the schedule set forth in Attachment 1 (Staffing Plan) of this SOW. Security Guards and Security Guard Supervisors shall not leave their assigned Posts until properly relieved.
- 10.4.7** Security Guards and Security Guard Supervisors shall not use any County telephones except for the purpose of making or receiving calls to or from their supervisors, emergency contacts, or County representatives.
- 10.4.8** Security Guards and Security Guard Supervisors shall present a businesslike demeanor at all times. Excessive socializing with the public, County employees, or other Security Guards and Security Guard Supervisors during working hours is prohibited.
- 10.4.9** Security Guards and Security Guard Supervisors shall maintain their Post desk in a neat and presentable manner.
- 10.4.10** Security Guards and Security Guard Supervisors shall have a good working knowledge of self-defense and lawful public restraint procedures.
- 10.4.11** Security Guards and Security Guard Supervisors shall react quickly and take command of emergent security incidents and use sound judgment and discretion in handling unruly members of the public.
- 10.4.12** Security Guards and Security Guard Supervisors, and other Contractor employees shall not bring visitors, firearms, or contraband into Locations.
- 10.4.13** Security Guards and Security Guard Supervisors shall follow all pertinent Federal, State and local laws that apply to the provision of security guard services, particularly those dealing with arrest, licensing, training, and certifications as set forth in California Penal Code sections 830.1 through 854 and with all Department rules and regulations.

10.5 Post Commander Duties

Post Commander duties shall include, at a minimum, the following:

- 10.5.1** Providing direction and instruction to Post and/or patrolling Security Guard Supervisors by making daily rounds of assigned Location(s) and monitoring Security Guard Supervisors' performance under this Contract.
- 10.5.2** Explaining post procedures which are outlined in General Post Orders and Site-Specific Post Orders to assigned Security Guard Supervisors.
- 10.5.3** Immediately responding to on-site emergencies and providing support as needed.
- 10.5.4** Providing training to Security Guard Supervisors under his/her supervision and ensuring that each Security Guard Supervisor fully understands the duties and services to be provided under this Contract, prior to Security Guard Supervisor starting work as set forth throughout the Contract.
- 10.5.5** Being available for inspections from County Contract Monitors and other LACDMH personnel.
- 10.5.6** Being available to the Security Guard Supervisors under his/her supervision at all times during the assigned shift.
- 10.5.7** Providing technical and administrative advice to Security Guard Supervisors as appropriate.
- 10.5.8** Ensuring that assigned Security Guard Supervisor coverage is appropriate and adequate to meet County requirements.
- 10.5.9** Informing subordinates of any deviations from acceptable practices and procedures, instructing Security Guard Supervisors on the proper methods and procedures, and explaining conditions in which deviations are permissible.
- 10.5.10** Responding to requests from Security Guard Supervisors for assistance.
- 10.5.11** Having a thorough knowledge of radio usage and codes, and train Security Guard Supervisors in these areas.
- 10.5.12** Conducting investigations of incidents and preparing written memoranda or SIRs as appropriate.
- 10.5.13** Driving a Contractor-provided motor vehicle to the different assigned Locations as required.
- 10.5.14** Signing in and signing out at assigned Locations. A Post Commander shall sign in/out using both the Electronic Post Confirmation System provided by the Contractor to record each Location visited.
- 10.5.15** Ensuring all security and safety equipment is accounted for and maintained in good working order.

- 10.5.16** Conducting Security Guard and Security Guard Supervisor inspections and appraisals.
- 10.5.17** Ensuring newly hired and/or newly assigned Security Guards and Security Guard Supervisors are trained appropriately and all related documentation is completed.
- 10.5.18** Acting as liaison for security company, County Project Director and Facility; providing accurate, timely, and responsive verbal and written communications; and attending all safety-related meetings, as required.

10.6 Watch Supervisor Duties

Watch Supervisor duties shall include, at a minimum, the following:

- 10.6.1** Directing Security Guards and Security Guard Supervisors during an assigned shift at a Location.
- 10.6.2** Ensuring that the watch operates with integrity, providing a safe and secure environment in which all County requirements are met.
- 10.6.3** Ensuring all Posts are filled and Security Guards and Security Guard Supervisors report to their assigned Posts at the start of the shift on time and Posts remain filled throughout the shift.
- 10.6.4** Assuming responsibility in an emergent situation, establishing incident command, and reporting to the Facility Administrator as soon as the situation allows and it is safe to do so.
- 10.6.5** Maintaining an accurate and timely log throughout the shift; preparing reports as required in the General Post Orders and/or Site-Specific Post Orders.
- 10.6.6** Preparing Security Incident Reports and making notifications, as required, for any security incidents that occur during the shift.
- 10.6.7** Providing to the next shift, verbally and/or in writing, all reportable information as required by the General Post Orders and Site Specific Post Orders for the Location.

10.7 Unscheduled Work Due to Security Incident

- 10.7.1** When a condition exists wherein there is imminent danger of injury to the public or damage to property, Security Guard shall control the situation and intervene, as appropriate, to prevent injurious acts to persons or property. As soon as it is safe to do so, Security Guard shall notify Security Guard Supervisor and/or LACDMH staff of the incident. Security Guard Supervisor shall contact LACDMH staff or administrator at the Location to advise them of the situation and request approval and/or direction before allowing Security Guard to begin or continue work under the Contract. LACDMH will provide verbal authorization for additional service hours and/or additional contract personnel if necessary. LACDMH will follow

verbal authorization with an email approving additional services to Security Guard Supervisor and/or Contractor Project Manager who will provide direction to Security Guard. Contractor shall proceed diligently to work within the approved service hours.

10.7.2 All authorized unscheduled work due to security incidents shall commence as specified by LACDMH or Facility Administrator, followed by a formal amendment, to this contract.

10.7.3 County reserves the right to perform unscheduled work due to security incidents using County staff and/or to assign the work to another County contractor.

10.8 Notification of Infectious Potential

10.8.1 Contractor shall immediately notify LACDMH of any Security Guard or Security Guard Supervisor reporting contact with, or evidencing signs or symptoms indicating the presence of, an infectious disease. Any Security Guard or Security Guard Supervisor determined to have infectious potential shall be removed from his/her Post until it has been determined that the individual is no longer infectious as evidenced by a doctor's note.

10.8.2 County may provide, without incurring liability, referrals to Contractor and its Security Guards and Security Guard Supervisors with respect to health examinations, vaccinations, or other medical treatment which may be necessitated as a result of infection potential notification.

10.8.3 Contractor shall, utilizing available public information, make its employees aware of recommended vaccinations for diseases that can be prevented by vaccination.

10.9 Security Incident Report (SIR)

10.9.1 Security Guards and Security Guard Supervisors shall report any lost, theft of, or misuse of any Contractor-owned or County-owned equipment immediately to LACDMH by phone or email. Preliminary notification is to be followed by written Security Incident Report (SIR) by the end of shift. Written SIR shall include: report date, date, time, and Location where item became lost or was stolen, description of missing item, serial number (if applicable), and Contractor and County employees assigned to Post.

10.9.2 Security Guards and Security Guard Supervisor shall report the loss, theft, or misuse of any weapon, baton, or Sam/Sally Browne belt immediately to the Contractor Project Manager. A written SIR shall be submitted to LACDMH describing the missing item, serial number, date of incident and name of employee assigned to Location.

10.9.3 Security Guards or Security Guard Supervisors shall immediately report to LACDMH any incidents requiring fire, law enforcement, health authorities and/or Facility Administrator response for any incidents involving: arrest/detention of member of the public or County employee,

assault, force used by security guard, act or threat of physical violence, attempted suicide, bomb threat, death at the Location, shooting, natural or manmade disaster, incident involving a restraining order, evacuation or partial evacuation, visit by regulatory authorities such as CAL-OSHA or TJC, fire, theft, flood, hazardous materials, hostage or barricade, mechanical or power failure, discharge of firearms, bodily injury, allegation of sexual harassment, or contact by administrator involving Security Guard. Security Guards or Security Guard Supervisors shall immediately follow up on these incidents by preparing a written SIR. Written SIR shall describe the incidents in detail and be submitted to LACDMH before the end of the shift or, if incidents occur after hours, the next morning.

10.9.4 Contractor shall report all incidents of an emergent nature that may involve potential property damage or personal injury to Security Guard Supervisor. Security Guard Supervisor shall report the incidents to County Facility Administrator, as outlined in Post Orders:

- a. Immediately request appropriate emergency aid.
- b. Notify LACDMH administrative staff as soon as practicably feasible.
- c. Prepare a written memorandum or SIR, as required, and submit to LACDMH by the end of the shift or, if incidents occur after hours, the next morning.

10.10 Services in Emergency Situations

In the event of an "emergency situation," Contractor shall continue to provide services under the Contract. Notifications for "emergency situations" may include: fire, flood, earthquake, civil disturbance and other natural or manmade disasters. LACDMH staff or Facility Administrator will determine if a particular situation constitutes an "emergency situation" and shall determine the extent to which services shall be provided. Contractor shall provide adequate staffing to ensure continued services to the extent determined by County.

10.10.1 Contractor Business Continuity Plan (BCP) – Emergency Response

LACDMH is responsible for providing security for essential County programs and services. Contractor's BCP is used for service restoration in the event of an emergency. In order to ensure uninterrupted services for essential County programs, Contractor shall:

1. Prepare a BCP for each Location within thirty (30) calendar days of commencement of the Contract and submit to LACDMH, for approval.
2. Conduct emergency response drills at a minimum of one (1) time per year, at each Location where services are provided. Emergency drills are to be conducted in cooperation with Department personnel and/or local emergency responders and Location administration personnel. Contractor shall document and report the results of these emergency response drills to County Project Manager.

3. Conduct a table top (scenario) BCP exercise for each Location where services are provided, at a minimum of one (1) time per year. The table top exercise shall ensure that information in BCP is complete and accurate and that Security Guards and Security Guard Supervisors know their responsibilities in an emergency. Results of table top (scenario) exercises are to be documented and reported to County Project Director and County Project Manager. The report shall include, at a minimum, an overview of the exercise conducted, name and position of participant(s), nature of any deficiencies, a corrective action plan, and the timeframe to correct deficiencies. Contractor shall ensure all information included in BCP is accurate and complete.
4. Update the BCP, including employee contact information, on an ongoing basis to ensure information contained in BCP is complete and accurate, and provide an updated copy to the LACDMH.

11.0 GREEN INITIATIVES

- 11.1 Contractor must use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 11.2 When applicable, Contractor must notify LACDMH of Contractor’s new green initiatives prior to Contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) Chart, Attachment 4 of this SOW, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County.

All listings of services and deliverables referenced in the PRS Chart are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services or deliverables as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service or deliverable seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

DEPARTMENT OF MENTAL HEALTH
FY 25-26 (July 1, 2025 - June 30, 2026) Staffing Plan

ZONE #1 (NORTH)													
SERVICE ADDRESS	POSTS	POSITION	SHIFT	DAYS	DAILY			MONTHLY			ANNUAL		
					REG	OT	TOTAL	REG	OT	TOTAL	REG	OT	TOTAL HRS
PALMDALE MHC 2260 E. PALMDALE SUITE J PALMDALE, CALIFORNIA 93550	2	Armed	0730 - 1800	Mon - Fri	16	5	21	348	109	456	4171	1304	5475
	1	Armed	0800 - 1800	Mon - Fri	8	2	10	174	43	217	2086	521	2607
	3	Facility Total			24	7	31	522	152	673	6257	1825	8082
ANTELOPE VALLEY CHILD AND ADOLESCENT CENTER (AVCAP) 2323-A E PALMDALE BOULEVARD PALMDALE, CALIFORNIA 93550	1	Unarmed	0730 - 1830	Mon - Fri	8	3	11	174	65	239	2086	782	2868
	1	Facility Total			8	3	11	174	65	239	2086	782	2868
ANTELOPE VALLEY KIDZ CONNECTION 525 W AVENUE P-4 LANCASTER, CALIFORNIA 93535	1	Unarmed	0800 - 1700	Mon - Fri	8	1	9	174	22	196	2086	261	2347
	1	Facility Total			8	1	9	174	22	196	2086	261	2347
ANTELOPE VALLEY MHC 349-A E AVENUE K-6 LANCASTER, CALIFORNIA 93535	1	Armed	0700 - 1800	Mon - Fri	8	3	11	174	65	239	2086	782	2868
	1	Armed	0730 - 1700	Mon - Fri	8	1.5	9.5	174	33	206	2086	391	2477
	2	Facility Total			16	4.5	20.5	348	98	445	4172	1173	5345
ANTELOPE VALLEY FSP 251 E AVENUE K-6 SUITE H LANCASTER, CALIFORNIA 93535	1	Unarmed	0800 - 1700	Mon -Fri	8	1	9	174	22	196	2086	261	2347
	1	Facility Total			8	1	9	174	22	196	2086	261	2347
SERVICE AREA 1 ADMINISTRATION 251 E AVENUE K-6 LANCASTER, CALIFORNIA 93535	1	Unarmed	0800 - 1630	Mon & Wed	8	0.5	8.5	70	4	74	834	52	886
	1	Unarmed	0800 - 1800	Tues & Thu	8	2	10	70	17	87	834	209	1043
	2	Facility Total			16	2.5	18.5	140	21	161	1668	261	1929
VALLEY COORDINATED 19231 VICTORY BOULEVARD, STE 110 RESEDA, CALIFORNIA 91335	1	Unarmed	0800 - 1830	Mon - Fri	8	2.5	10.5	174	54	228	2086	652	2738
	1	Facility Total			8	2.5	10.5	174	54	228	2086	652	2738
SAN FERNANDO MHC/WELLNESS 10605 BALBOA BOULEVARD, STE 100 & 250 GRANADA HILLS, CALIFORNIA 91344	1	Armed	0700 - 1630	Mon - Fri	8	1.5	9.5	174	33	206	2086	391	2477
	2	Armed	0800 - 1730	Mon - Fri	16	1	17	348	22	369	4171	261	4432
	2	Armed	0830 - 1830	Mon - Fri	16	3	19	348	65	413	4171	782	4953
	1	Armed	0800 - 1830	Mon - Fri	8	2.5	10.5	174	54	228	2086	652	2738
	6	Facility Total			48	8	56	1044	174	1216	12514	2086	14600
SANTA CLARITA VALLEY 23501 CINEMA DRIVE VALENCIA, CALIFORNIA 91355	1	Armed	0800 - 1730	Mon - Fri	8	1.5	9.5	174	33	206	2086	391	2477
	1	Armed	0800 - 1830	Mon - Fri	8	2.5	10.5	174	54	228	2086	652	2738
	1	Armed	0730 - 1830	Mon - Fri	8	3	11	174	65	239	2086	782	2868
	3	Facility Total			24	7	31	522	152	673	6258	1825	8083
SAN FERNANDO CHILDREN'S CENTER 919 1ST STREET SAN FERNANDO, CALIFORNIA 91340	1	Armed	0800 - 1900	Mon - Fri	8	3	11	174	65	239	2086	782	2868
	1	Armed	0730 - 1830	Mon - Fri	8	3	11	174	65	239	2086	782	2868
	2	Facility Total			16	6	22	348	130	478	4172	1564	5736
WEST VALLEY MHC 20151 NORDHOFF STREET CHATSWORTH, CALIFORNIA 91311	2	Armed	0730 - 1800	Mon - Fri	16	5	21	348	109	456	4171	1304	5475
	1	Armed	0730 - 1830	Mon - Fri	8	3	11	174	65	239	2086	782	2868
	3	Total Armed			24	8	32	522	174	695	6257	2086	8343
OLIVE VIEW MHC 14238 SARANAC LANE SYLMAR, CALIFORNIA 91342	1	Total Unarmed	0800 - 1830	Mon - Fri	8	2.5	10.5	174	54	228	2086	652	2738
	1	Total Armed	0730 - 1830	Mon - Fri	8	3	11	174	65	239	2086	782	2868
	2	Facility Total			16	5.5	21.5	348	119	467	4172	1434	5606
SYLMAR HUB 14659 OLIVE VIEW DRIVE SYLMAR, CALIFORNIA 91342	1	Armed	1500 - 2300	Sun - Sat, Hol	8	0	8	174	0	174	2086	0	2086
	1	Armed	2300 - 1800	Sun - Sat, Hol	8	0	8	174	0	174	2086	0	2086
	2	Facility Total			16	0	16	348	0	348	4172	0	4172
MEN'S REINTEGRATION 631 SOUTH MAPLE AVENUE LOS ANGELES, CALIFORNIA 90014	1	Total Armed	0800 - 1700	Mon - Fri	8	0.5	8.5	174	11	185	2086	130	2216
	1	Total Unarmed	0800 - 1700	Mon - Fri	8	0.5	8.5	174	11	185	2086	130	2216
	2	Facility Total			16	1	17	348	22	370	4172	260	4432

SKID ROW CONCIERGE 631 S. MAPLE AVENUE LOS ANGELES, CALIFORNIA 90014	1	Unarmed	0730 - 1700	Mon - Fri	8	1	9	174	22	196	2086	261	2347
	1	Facility Total			8	1	9	174	22	196	2086	261	2347
DOWNTOWN FSP 631 SOUTH MAPLE AVENUE LOS ANGELES, CALIFORNIA 90014	1	Total Unarmed	0730 - 1700	Mon - Fri	8	0.5	8.5	174	11	185	2086	130	2216
	1	Armed	0730 - 1700	Mon - Fri	8	1.5	9.5	174	33	206	2086	391	2477
	1	Armed	0830 - 1700	Mon - Fri	8	0.5	8.5	174	11	185	2086	130	2216
	2	Total Armed			16	2	18	348	44	391	4172	521	4693
	1	On-Site Supervisor	0730 - 1700	Mon - Fri	8	1.5	9.5	174	33	206	2086	391	2477
	4	Facility Total			32	4	36	696	88	782	8344	1042	9386
DOWNTOWN MHC 529 SOUTH MAPLE AVENUE LOS ANGELES, CALIFORNIA 90013	1	Unarmed	0730 - 1730	Mon - Fri	8	1.5	9.5	174	33	206	2086	391	2477
	1	Unarmed	0800 - 1700	Mon - Fri	8	0.5	8.5	174	11	185	2086	130	2216
	1	Unarmed	0800 - 1830	Mon - Fri	8	2	10	174	43	217	2086	521	2607
	3	Total Unarmed			24	4	28	522	87	608	6258	1042	7300
	1	Armed	0800 - 1700	Mon - Fri	8	1	9	174	22	196	2086	261	2346
	1	Armed	0830 - 1730	Mon - Fri	8	1	9	174	22	196	2086	261	2346
	2	Total Armed			16	2	18	348	44	392	4172	522	4692
	1	On-Site Supervisor	0730 - 1830	Mon - Fri	8	2.5	10.5	174	54	228	2086	652	2738
	1	On-Site Supervisor	0800 - 1700	Mon - Fri	8	1	9	174	22	196	2086	261	2347
	2	Total On-Site Supervisor			16	3.5	19.5	348	76	424	4172	913	5085
	7	Facility Total			56	9.5	65.5	1218	207	1424	14602	2477	17077
MTA PARKING LOT 636 SOUTH MAPLE AVENUE LOS ANGELES, CALIFORNIA 90014	1	Armed	0730 - 1800	Mon - Fri	8	2.5	10.5	174	54	228	2086	652	2738
	1	Facility Total			8	2.5	10.5	174	54	228	2086	652	2738
WOMEN'S RE-ENTRY HOLLYWOOD 5000 WEST SUNSET BOULEVARD, SUITE 600 LOS ANGELES, CALIFORNIA 90027	1	Unarmed	0800 - 1800	Mon - Fri	8	2	10	174	43	217	2086	521	2607
	1	Facility Total			8	2	10	174	43	217	2086	521	2607
VERMONT CORRIDOR 510 SOUTH VERMONT AVENUE LOS ANGELES, CALIFORNIA 90020	1	Armed	0600 - 1400	Sun - Sat, Hol	8	0	8	243	0	243	2920	0	2920
	1	Armed	1400 - 2200	Sun - Sat, Hol	8	0	8	243	0	243	2920	0	2920
	1	Armed	2200 - 0600	Sun - Sat, Hol	8	0	8	243	0	243	2920	0	2920
	1	Armed	0530 - 1400	Mon - Fri	8	0.5	8.5	174	11	185	2086	130	2216
	1	Armed	1400 - 2200	Mon - Fri	8	0	8	174	0	174	2086	0	2086
	1	Armed	0600 - 1400	Mon - Fri	8	0	8	174	0	174	2086	0	2086
	1	Armed	1400 - 2200	Mon - Fri	8	0	8	174	0	174	2086	0	2086
	7	Total Armed			56	0.5	56.5	1425	11	1436	17104	130	17234
	1	Total On-Site Supervisor	0600 - 1800	Mon - Fri	8	4	12	174	87	261	2086	1043	3129
	1	Unarmed	0530 - 1800	Mon - Fri	8	3.5	11.5	174	76	250	2086	913	2999
	1	Unarmed	0800 - 1700	Mon - Fri	8	1	9	174	22	196	2086	261	2347
	1	Unarmed	0700 - 1600	Mon - Fri	8	1	9	174	22	196	2086	261	2347
	3	Total Unarmed			24	5.5	29.5	522	120	642	6258	1435	7693
	11	Facility Total			88	10	98	2121	218	2339	25448	2608	28056
KOREATOWN MHC 510 SOUTH VERMONT AVENUE LOS ANGELES, CALIFORNIA 90020	1	Unarmed	0730 - 1800	Mon - Fri	8	2.5	10.5	174	54	228	2086	652	2738
	1	Facility Total			8	2.5	10.5	174	54	228	2086	652	2738
NORTHEAST MHC 3303 NORTH BROADWAY LOS ANGELES, CALIFORNIA 90031	1	Armed	0700 - 1800	Mon - Fri	8	3	11	174	65	239	2086	782	2868
	1	Armed	0730 - 1700	Mon - Fri	8	2.5	10.5	174	54	228	2086	652	2738
	1	Armed	0730 - 1800	Mon - Fri	8	1.5	9.5	174	33	206	2086	391	2477
	1	Armed	0800 - 1800	Mon - Fri	8	2	10	174	43	217	2086	521	2607
	2	Armed	1800 - 2000	2nd Wed	0	4	4	0	4	4	0	48	48
	1	Armed	0730 - 1730	Mon - Fri	8	2	10	174	43	217	2086	521	2607
	7	Facility Total			40	15	55	870	242	1111	10430	2915	13345
VETERAN PEER ACCESS NETWORK - 6TH FLOOR 1816 SOUTH FIGUEROA STREET LOS ANGELES, CALIFORNIA 90015	1	Unarmed	0800 - 1700	Mon - Fri	8	1	9	174	22	196	2086	261	2347
	1	Facility Total			8	1	9	174	22	196	2086	261	2347
ARCADIA MHC 330 EAST LIVE OAK AVENUE ARCADIA, CALIFORNIA 91006	1	Armed	0730 - 1800	Mon - Fri	8	2.5	10.5	174	54	228	2086	652	2738
	1	Armed	0800 - 1800	Mon - Fri	8	2	10	174	43	217	2086	521	2607
	1	Armed	0730 - 1730	Mon - Fri	8	2	10	174	43	217	2086	521	2607
	3	Facility Total			24	7	31	521	141	663	6258	1694	7952

ZEV YAROSLAVSKY FAMILY SUPPORT CENTER 7555 VAN NUYS BOULEVARD VAN NUYS, CALIFORNIA 91405	1	Armed	0700 - 1500	Mon - Fri	8	0	8	174	0	174	2086	0	2086		
	2	Armed	0800 - 1630	Mon - Fri	16	0	16	348	0	348	4171	0	4171		
	4	Armed	0830 - 1700	Mon - Fri	32	0	32	695	0	695	8343	0	8343		
	1	Armed	0800 - 1800	Mon - Fri	8	2	10	174	43	217	2086	521	2607		
	1	Armed	0800 - 1600	Mon - Fri	8	0	8	174	0	174	2086	0	2086		
	1	Armed	1000 - 1800	Mon - Fri	8	0	8	174	0	174	2086	0	2086		
	2	Armed	0700 - 1500	Mon - Fri	16	0	16	348	0	348	4171	0	4171		
	2	Armed	0700 - 1500	Sat, Sun, Hol	16	0	16	139	0	139	1669	0	1669		
	2	Armed	1500 - 2300	Sun - Sat, Hol	16	0	16	487	0	487	5840	0	5840		
	2	Armed	2300 - 0700	Sun - Sat, Hol	16	0	16	487	0	487	5840	0	5840		
	18	Total Armed			144	2	146	3200	43	3243	38378	521	38899		
	1	Total On-Site Supervisor	0800 - 1700	Mon - Fri	8	0	8	174	0	174	2086	0	2086		
	DMH - 1.03%	19	Facility Total			152	2	154	3374	43	3417	40464	521	40985	
									1.03% Armed:		33	0.44	33	395	5
								1.03% On-Site Supervisor:		2	0	2	21	0	21

HALL OF RECORDS 320 WEST TEMPLE STREET LOS ANGELES, CALIFORNIA 90012	2	Armed	0600 - 1400	Mon - Fri, Hol	16	0	16	348	0	348	4172	0	4172
	2	Armed	1400 - 2200	Mon - Fri, Hol	16	0	16	348	0	348	4172	0	4172
	1	Armed	0600 - 1800	Mon - Fri	8	4	12	174	87	261	2086	1043	3129
	2	Armed	0600 - 1400	Sun - Sat, Hol	16	0	16	486	0	486	5840	0	5840
	2	Armed	1400 - 2200	Sun - Sat, Hol	16	0	16	486	0	486	5840	0	5840
	1	Armed	2200 - 0600	Sun - Sat, Hol	16	0	16	486	0	486	5840	0	5840
	DMH - 1.72%	11	Facility Total		88	4	92	2328	87	2415	27950	1043	28993
					1.72% Armed:			40	1.5	42	481	18	499

EAST SAN GABRIEL VALLEY MHC 1359 NORTH GRAND AVENUE COVINA, CALIFORNIA 91724	2	Armed	0730 - 1730	Mon - Fri	16	4	20	348	87	435	4171	1043	5214
	1	Armed	0730 - 1800	Mon - Fri	8	2	10	174	43	217	2086	521	2607
	3	Facility Total			24	6	30	522	130	652	6257	1564	7821

HOLLYWOOD FSP 947 COLE STREET HOLLYWOOD, CALIFORNIA 90038	2	Armed	0730 - 1700	Mon - Fri	16	3	19	348	65	413	4171	782	4953
	2	Facility Total			16	3	19	348	65	413	4171	782	4953

HOLLYWOOD MHC 5419 SUNSET BOULEVARD LOS ANGELES, CALIFORNIA 90027	2	Armed	0700 - 1730	Mon - Fri	16	4	20	348	87	435	4171	1043	5214
	3	Armed	0730 - 1730	Mon - Fri	24	4.5	28.5	521	98	619	6257	1173	7430
	1	Armed	0730 - 1700	Mon - Fri	8	1.5	9.5	174	33	206	2086	391	2477
	1	Armed	0930 - 1730	Mon - Fri	8	0	8	174	0	174	2086	0	2086
	7	Total Armed			56	10	66	1217	218	1434	14600	2607	17207
	1	Total On-Site Supervisor	0730 - 1730	Mon - Fri	8	2	10	174	43	217	2086	521	2607
	8	Facility Total			64	12	76	1391	261	1651	16686	3128	19814

				MONTHLY HRS			ANNUAL HRS		
				REG	OT	TOTAL	REG	OT	TOTAL
Zone #1 (NORTH) TOTALS	Armed:			9,848	1,907	11,755	118,100	22,881	140,981
	Unarmed:			2,924	608	3,532	37,130	7,301	44,431
	On-Site Supervisor:			872	239	1,111	10,451	2,868	13,319
	TOTAL HOURS:			13,644	2,754	16,398	165,682	33,050	198,732

ZONE #2 (SOUTH)													
SERVICE ADDRESS	POSTS	POSITION	SHIFT	DAYS	DAILY			MONTHLY			ANNUAL		
					REG	OT	TOTAL	REG	OT	TOTAL	REG	OT	TOTAL HRS
COMPTON FAMILY MHC 921 EAST COMPTON BOULEVARD, 1ST FLR COMPTON, CALIFORNIA 90221	1	Armed	0800 - 1830	Mon - Fri	8	2.5	10.5	174	54	228	2086	652	2738
	1	Armed	0730 - 1830	Mon - Fri	8	3	11	174	65	239	2086	782	2868
	1	Armed	0830 - 1830	Mon - Fri	8	2	10	174	43	217	2086	521	2607
	1	Armed	0800 - 1600	Mon - Fri	8	0	8	174	0	174	2086	0	2086
	1	Armed	1000 - 1800	Mon - Fri	8	0	8	174	0	174	2086	0	2086
	5	Facility Total			40	7.5	47.5	870	162	1032	10430	1955	12385
AUGUSTUS HAWKINS MHC/BHC 2D 12021 WILMINGTON AVE/BHC 2nd Floor Lobby LOS ANGELES, CALIFORNIA 90059	2	Total Unarmed	0800 - 1800	Mon - Fri	16	4	20	348	87	435	4171	1043	5214
	1	Total Armed	0800 - 1800	Mon - Fri	8	2	10	174	43	217	2086	521	2607
	3	Facility Total	0730 - 1800	Mon - Fri	24	6	30	522	130	652	6257	1564	7821
TENANTS - VERMONT CORRIDOR 8300 VERMONT AVENUE LOS ANGELES, CALIFORNIA 90044	2	Armed	0700 - 1530	Mon - Fri	16	0	16	348	0	348	4172	0	4172
	1	Armed	0730 - 1730	Mon - Fri	8	1.5	9.5	174	33	206	2086	391	2477
	2	Armed	0730 - 1700	Mon - Fri	16	2	18	348	43	391	4171	521	4692
	1	Armed	0800 - 1700	Mon - Fri	8	0.5	8.5	174	11	185	2086	130	2216
	1	Armed	0730 - 1600	Mon - Fri	8	0	8	174	0	174	2086	0	2086
	1	Armed	0800 - 1800	Mon - Fri	8	1.5	9.5	174	33	206	2086	391	2477
	1	Armed	1000 - 2100	Mon - Fri	8	2.5	10.5	174	54	228	2086	652	2738
	1	Armed	0930 - 1800	Mon - Fri	8	0	8	174	0	174	2086	0	2086
	1	Armed	0800 - 1830	Mon - Fri	8	2	10	174	43	217	2086	521	2607
	2	Armed	0800 - 1700	Mon - Fri	16	1	17	348	22	369	4171	261	4432
	1	Armed	1200 - 2100	Mon - Fri	8	0.5	8.5	174	11	185	2086	130	2216
	14	Total Armed			112	11.5	123.5	2436	250	2683	29202	2997	32199
	1	Total Unarmed	0800 - 1700	Mon - Fri	8	0	8	174	0	174	2086	0	2086
	1	Total On-Site Supervisor	0800 - 1600	Mon - Fri	8	0	8	174	0	174	2086	0	2086
	16	Facility Total			128	11.5	139.5	2784	250	3031	33374	2997	36371
					4.08% Armed:			99	10	109	1191	122	1314
					4.08% Unarmed:			7	0	7	85	0	85
					4.08% On-Site Supervisor			7	0	7	85	0	85
WOMEN'S REINTEGRATION 8300 VERMONT AVENUE, 1ST FLOOR LOS ANGELES, CALIFORNIA 90044	1	Unarmed	0800 - 1730	Mon - Fri	8	1.5	9.5	174	33	206	2086	391	2477
	1	Facility Total			8	1.5	9.5	174	33	206	2086	391	2477
HUMAN RESOURCES 5601 EAST SLAUSON AVENUE COMMERCE, CALIFORNIA 90040	1	Unarmed	0630 - 1730	Mon - Fri	8	3	11	174	65	239	2086	782	2868
	1	Facility Total			8	3	11	174	65	239	2086	782	2868
RIO HONDO MHC 17707 STUDEBAKER ROAD CERRITOS, CALIFORNIA 90703	1	Armed	0730 - 1830	Mon - Fri	8	2.5	10.5	174	54	228	1217	380	1597
	2	Armed	0800 - 1830	Mon - Fri	16	4	20	348	86	434	2434	608	3042
	1	Armed	0830 - 1700	Mon - Fri	8	0	8	174	0	174	2086	0	2086
	1	Armed	0800 -1600	Mon - Fri	8	0	8	174	0	174	2086	0	2086
	1	Armed	1000 - 1800	Mon - Fri	8	0	8	174	0	174	2086	0	2086
	6	Facility Total			48	6.5	54.5	1044	140	1184	9909	988	10897
SAN ANTONIO MHC 2629 CLARENDON AVENUE HUNTINGTON PARK, CALIFORNIA 90255	3	Armed	0730 - 1700	Mon & Fri	24	4.5	28.5	209	39	248	2503	469	2972
	3	Armed	0730 - 1800	Tues -Thu	24	7.5	31.5	313	98	411	3754	1173	4927
	6	Facility Total			48	12	60	522	137	659	6257	1642	7899
ROYBAL FAMILY MHC 4701 E CESAR CHAVEZ AVENUE, 2ND FLOOR LOS ANGELES, CALIFORNIA 90022	2	Armed	0800 - 1730	Mon - Fri	16	3	19	348	65	413	4171	782	4953
	2	Facility Total			16	3	19	348	65	413	4171	782	4953
RIO HONDO CENTRO DE BIENESTAR 6330 RUGBY AVENUE HUNTINGTON PARK, CALIFORNIA 90255	1	Armed	0730 - 1730	Mon - Fri	8	2	10	174	43	217	2086	521	2607
	1	Armed	0800 - 1730	Mon - Fri	8	1.5	9.5	174	33	206	2086	391	2477
	2	Facility Total			16	3.5	19.5	348	76	423	4172	912	5084
HARBOR MHC BUILDING N26 1000 WEST CARSON STREET, BLDG 5 TORRANCE, CALIFORNIA 90502	1	Armed	0730 - 1730	Mon - Fri	8	2	10	174	43	217	2086	521	2607
	1	Armed	0730 - 1800	Mon - Fri	8	2.5	10.5	174	54	228	2086	652	2738
	1	Armed	1000 - 1800	Mon - Fri	8	0	8	174	0	174	2086	0	2086
	3	Facility Total			24	4.5	28.5	522	97	619	6258	1173	7431
HARBOR CHILDREN'S MEDICAL HUB 21840 NORMANDIE AVENUE	1	Unarmed	0600 - 1730	Mon - Fri	8	3.5	11.5	174	76	250	2086	913	2999

HARBOR CHILDREN'S CAP AND TIES 21810 NORMANDIE AVENUE TORRANCE, CA 90502	1	Armed	0730 - 1800	Mon - Thu	8	2.5	10.5	139	43	183	1669	521	2190
	1	Armed	0730 - 1730	Friday	8	2	10	35	9	43	417	104	521
	2	Total Armed			16	4.5	20.5	174	52	226	2086	625	2711
	2	Unarmed	0730 - 1800	Mon - Thu	16	4	20	278	70	348	3338	834	4172
	2	Unarmed	0730 - 1730	Friday	16	3	19	70	14	82	834	156	990
	4	Total Unarmed			32	7	39	348	84	430	4172	990	5162
	3	Facility Total			48	11.5	59.5	522	136	656	6258	1615	7873

EDELMAN MENTAL/WELLNESS CENTER 5860 UPLANDER WAY CULVER CITY, CA 90230	1	Unarmed	0730 - 1700	Mon - Fri	8	1	9	174	22	196	2086	261	2347
	2	Unarmed	0730 - 1800	Mon - Fri	16	4	20	348	86	434	4172	1042	5214
	3	Total Unarmed			24	5	29	522	108	630	6258	1303	7561
	1	Armed	0730 - 1700	Mon - Fri	8	1	9	174	22	196	2086	261	2347
	1	Armed	0715 - 1730	Mon - Fri	8	1.75	9.8	174	38	212	2086	456	2542
	1	Armed	0830 - 1815	Mon - Fri	8	1.25	9.3	174	27	201	2086	326	2412
	1	Armed	0730 - 1830	Mon - Fri	8	2.5	10.5	174	54	228	2086	652	2738
	4	Total Armed			32	6.5	38.6	696	141	837	8344	1695	10039
	1	<i>Total On-Site Supervisor</i>	0730 - 1800	Mon - Fri	8	2	10	174	43	217	2086	521	2607
	8	Facility Total			64	13.5	77.6	1392	292	1684	16688	3519	20207

EDMUND D. EDELMAN WESTSIDE MHC-CHILD & FAMILY 11303 WEST WASHINGTON BOULEVARD, SUITE 200 LOS ANGELES, CALIFORNIA 90066	1	Armed	0800 - 1730	Fri	8	1.5	9.5	35	7	41	417	78	495
	1	Armed	0800 - 1845	Mon - Thu	8	2.75	11	139	48	187	1669	574	2243
	2	Facility Total			16	4.25	20.5	174	55	228	2086	652	2738

SA-5 HOME TEAM 11080 WEST OLYMPIC BOULEVARD LOS ANGELES, CALIFORNIA 90066	1	Armed	0730 - 1800	Mon - Fri	8	2.5	10.5	174	54	228	2086	652	2738
	1	Facility Total			8	2.5	10.5	174	54	228	2086	652	2738

		MONTHLY HRS			ANNUAL HRS		
		REG	OT	TOTAL	REG	OT	TOTAL
Zone #2 (SOUTH) TOTALS	Armed:	8,987	2,041	11,029	105,145	23,828	128,973
	Unarmed:	4611	845	5,456	55,316	10,114	65,430
	On-Site Supervisor:	946	108	1,054	11,357	1,303	12,660
	TOTAL HOURS:	14,545	2,994	17,539	171,818	35,245	207,063

COMBINED TOTALS (Zones #1 & #2)	Armed:	18,835	3,948	22,784	223,245	46,709	269,954
	Unarmed:	7,535	1,453	8,988	92,446	17,415	109,861
	On-Site Supervisor:	1,818	347	2,165	21,808	4,171	25,979
	TOTAL HOURS:	28,188	5,748	33,937	337,499	68,295	405,794

SECURITY GUARD SERVICES TRAINING OUTLINE

Contractor, in partnership with the Los Angeles County (County or LAC) Department of Mental Health (Department or DMH), will ensure that all Armed and Unarmed Security Guards and On-Site Supervisors assigned to work through this Contract receive continuous training that meets State and County requirements.

1.0 Training Outline Requirements

- 1.1 Confirmation of completion of all training courses in this training outline must be noted in each annual employee performance evaluation and in each administrative file (employment file) for all Armed and Unarmed Security Guards and On-Site Supervisors assigned to work through this Contract. Annual employee performance evaluations and administrative files must be made available to LACDMH staff upon request.
- 1.2 Contractor and County will collaborate to schedule required training on scheduled workdays only. Any training scheduled after guard work hours and/or weekends must be scheduled only through written approval by County.
- 1.3 Attendance and Backfill Post Coverage - Contractor shall pay up to eight (8) hours of straight time (no over time) per Security Guard or Security Guard Supervisor to attend required annual, required specialized and/or required additional training. Contractor shall provide back-up coverage at the assigned LACDMH location for any Security Guard or Security Guard Supervisor attending required training.

2.0 Contractor Training Responsibilities - Skills Training Course for Security Guards

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

2.1 Skills Training Course for Security Guards

The following is an overview of the Skills Training Course for Security Guards required under the Business and Professions Code. Contractor shall ensure that all armed and unarmed security guards and on-site

supervisors assigned to work through this Contract have completed this training prior to work assignment at any LACDMH location.

2.1.1 Skills Training Course for Security Guards — Divided into four (4) sections: 1) Power to Arrest Course and Appropriate Use of Force Course; 2) Mandatory Outline of Courses; 3) Elective Courses; and 4) Continuing Education.

2.1.1.1 Power to Arrest Course and Appropriate Use of Force Course – Test score of 100% is required to receive California Guard Card (license). Instruction in basic skills and a common body of knowledge for all guards.

Examination – Individuals required to take the Power to Arrest and Appropriate Use of Force training must take and pass an examination with a score of 100% in order to have successfully completed said training.

2.1.1.2 Mandatory Outline of Courses – Various courses that familiarize and instruct the individual in basic skills and provide a common body of knowledge in the performance of security personnel work.

2.1.1.3 Elective Courses – Instruction to provide individuals with the opportunity to select additional course work to improve the skills and knowledge of the individual.

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

2.1.2 Contractor must notify County when training requirements are revised or updated by the California DCA.

2.2 Other Training

2.2.1 Cardiopulmonary Resuscitation Certificate (CPR) for Adult, Child and Infant, issued by American Red Cross or equivalent provider;

2.2.2 First Aid Certificate for Adult, Child and Infant, issued by American Red Cross or equivalent provider;

2.2.3 Permit for baton pursuant to Section 12002 of the California Penal Code;

2.2.4 Current Peace Officers Standards and Training (POST) certification in the use of baton, if applicable;

2.2.5 Current permit to carry ten percent (10%) solution of oleoresin capsicum (pepper spray), if applicable;

2.2.6 Radio Procedures Training; and

2.2.7 Crisis intervention techniques training.

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

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

2.2.9 Customer Service Training

Contractor shall provide Customer Service Training instruction to all assigned Security Guard and Security Guard Supervisor personnel.

Contractor shall ensure Security Guard and Security Guard Supervisor personnel continuously display courtesy, cultural sensitivity, good manners, and a professional and respectful demeanor.

2.2.10 Site/Post-Specific Orientations and Training

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

3.0 County-Provided Training

All armed and unarmed security guards and on-site supervisors assigned to work through this Contract must complete all County-provided training. Training will be conducted by County personnel, based on the regulatory requirements and/or policies of the County, specific assignment, location and/or Post where security services are being provided.

3.1 County-provided training will be provided during the Guard's first 30 to 60 days of work at a LACDMH location.

- 3.2** Annual training updates, continuing education and/or additional specialized training will be determined by the needs of the specific assignment, work location, and/or Post.
- 3.3** Trainings may be administered by County on-line, via electronic media (DVD), or in a classroom setting, at the discretion of the County.
- 3.4** County-provided training may include:
 - 3.4.1** Fire - Life Safety Training;
 - 3.4.2** Hazardous Material and Infection Control;
 - 3.4.3** Outside Vendor New Employee Orientation;
 - 3.4.4** Facility Training;
 - 3.4.5** Joint Commission on Accreditation of Healthcare Organizations;
 - 3.4.6** Crisis Intervention Techniques Training;
 - 3.4.7** Infant/ Child Abduction Security Training;
 - 3.4.8** 5150 Hold (Welfare and Institutions Code); and
 - 3.4.9** Mental Health First Aid.
- 3.5** Contractor must track all training dates for Guards and notify the County at least eight (8) weeks prior to the annual training anniversary date. Contractor and County will collaborate to schedule annual training.
- 3.6** Contractor will collaborate with County to schedule any new and/or updated, required training and any remedial training, as needed.

CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date:		Contractor Response Received:			
Contractor:	Contract No.	LACDMH Staff:			
Contact Person:	Telephone: () -	LACDMH Staff Signature:			
Email:		Email:			
Contract discrepancy(ies) is(are) specified below. The Contractor will take corrective action and respond back to the County personnel identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.					
No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1					
2					
3					
4					

*Use additional sheets if necessary

Contractor's Representative Signature

Date Signed

**Additional
Comments:**

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

When Contractor performance does not conform to the requirements of the Contract and/or the SOW, County will have the option to apply the following non-performance remedies:

1. Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
2. Reduce payment to Contractor by a computed amount based on the assessment(s) in the PRS.
3. Reduce, suspend, or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
4. Have the services performed by others. Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice.

This section does not preclude County's right to terminate the Contract upon not less than ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8.4 (Termination for Convenience).

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

	SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
1.	SOW: Sub-Paragraph 3.0 – Quality Control Plan	Contractor must submit various reports to LACDMH (either scheduled or as requested).	Review of Reports	\$25 per late occurrence when reports are continuously tardy or incomplete.
2.	SOW: Sub-Paragraph 3.2 – Daily/Weekly Reporting Documents	Contractor shall maintain Security Guard and Security Guard Supervisor Sign In/Out Sheets, and Daily Activity Reports (DAR) at each Location where services are provided. The completed Sign In/Out Sheets shall be submitted with monthly invoices to LACDMH, for review.	Review & Inspection	\$100 per incomplete/missing document \$50 per day for each document for delay in submission
3.	SOW: Sub-Paragraph 3.3 – In-Service Training Report	Contractor shall provide a Monthly Report of all in-service training (training received while providing services at a Location) to LACDMH by the tenth (10th) calendar day of the following month in which training has been completed.	Review & Inspection	\$50 per day for delay in required reporting
4.	SOW: Sub-Paragraph 3.4 – Recruitment Plan	Upon request, Contractor shall inform LACDMH of how they intend to recruit and maintain a pool of personnel to provide services under the Contract and make changes as recommended by LACDMH.	Review of Recruitment Plan	\$50 per day after time specified
5.	SOW: Sub-Paragraph 3.5 – Procedural Manual	Contractor shall develop and provide a Procedural Manual describing how Contractor will inform their employees of procedural changes made by County or other entity to its employees, upon request.	Review of plan	\$50 per day late

SOW Attachment 4 - PRS

6.	SOW: Sub-Paragraph 3.7 – Complaint Investigation Procedures	Contractor shall maintain procedures for reviewing, investigation and responding to complaints by Security Guards, Security Guard Supervisors, member of the public, and/or County personnel. Upon request by LACDMH, Contractor shall provide procedures and any logs/reports/data sheets that track complaints.	Observation, Inspection of log sheets, and random inspections	\$50 per day for delay in required reporting
7.	SOW: Sub-Paragraph 4.2 – Contract Discrepancy Report (CDR)	Contractor must respond to written discrepancy report prepared by LACDMH and, if needed, submit plan to correct deficiency within the time specified.	Review of CDR responses.	\$50 per day after time specified
8.	SOW: Sub-Paragraph 6.4.4.5 – Administrative File	Contractor shall be responsible for maintaining all training records for each Security Guard and Security Guard Supervisor assigned to provide services under the Contract. Training records shall include copies of: background investigation records; records of training received from Contractor or County with dated certificates of completion; current cards, licenses, and certifications; a brief biological sketch of the employee; and any additional information as required by County. The Training File shall be kept by Contractor, updated with current information on an on-going basis, and made available for inspection upon request by County, state, or federal representatives.	Review & Inspection	\$100 per incomplete/missing file, per inspection
9.	SOW: Sub-Paragraph 6.4.4.5 – Administrative File	Contractor shall maintain Security Guard and Security Guard Supervisor medical records. To the extent expressly authorized by law, Security Guard and Security Guard Supervisor medical records shall be maintained and made available for review upon the request of appropriate LACDMH staff, local, or State health officials.	Review & Inspection	\$100 per occurrence for missing or incomplete records.
10.	SOW: Sub-Paragraph 10.1 – Open Post	Contractor shall provide sufficient Security Guards and Security Guard Supervisors, including relief for breaks and meal periods where necessary, to	Inspection & Review	Withholding of up to full amount of any invoice otherwise due; liquidated

		ensure there are no open Posts. Security Guard Supervisor coverage is to be provided, according to County's staffing plan Attachment 1.		damages of \$500 per post, per day until post filled; liquidated damages of \$1,000 per day upon third occurrence in 30-day period; possible termination for default of Contract for continued failure to perform; and debarment for up to three years.
11.	SOW: Sub-Paragraph 10.2 – Security Guard Duties, Sub-Paragraph 10.2.5	Intervene when necessary to prevent injurious acts to persons or property, conduct searches, as required, for firearms and contraband, and provide details on individuals for investigations, detention or arrest.	Observation, Review of written incident reports and other management reports	\$500 per occurrence per employee when negligence is determined and/or dereliction of duties by security guard.
12.	SOW: Sub-Paragraph 10.2 – Security Guard Duties, Sub-Paragraph 10.2.7	Investigate questionable acts or behavior observed or reported on County property and question witnesses and suspects to ascertain or verify facts.	Observation & Review of incident reports	\$50 per occurrence when not reported or not reported timely.
13.	SOW: Sub-Paragraph 10.2 – Security Guard Duties, Sub-Paragraph 10.2.10	Lock and unlock gates and doors as directed in Post Orders or by Facility Administrator.	Observation, Site inspection and review of reports	\$50 per occurrence per employee.
14.	SOW: Sub-Paragraph 10.2 – Security Guard Duties, Sub-Paragraph 10.2.12	Ensure that only authorized personnel are permitted access to closed or restricted Locations or areas; and detain unidentified or unauthorized individuals. Visually inspect all persons, including County employees, for proper identification and require such individuals to sign in and sign out of a Location, as required in Post Orders or by Facility Administrator.	Observation & Review of incident reports	\$100 per occurrence
15.	SOW: Sub-Paragraph 10.2 – Security Guard Duties, Sub-Paragraph 10.2.14	Respond to reports of ill or injured visitors, patrons, or employees; render first aid and notify local law enforcement and/or Department	Observation & Review of	\$50 per occurrence per employee

		personnel or Location administrator, as soon as practicably feasible if further assistance is necessary or desirable.	written incident reports	
16.	SOW: Sub-Paragraph 10.2 – Security Guard Duties, Sub-Paragraph 10.2.15	Relay reports of bomb threats immediately to local law enforcement, and/or Department personnel, or Location administrator; participate in bomb searches organized by County Services Bureau or other law enforcement agency personnel.	Observation & Review of written incident reports	\$500 per occurrence per employee
17.	SOW: Sub-Paragraph 10.2 – Security Guard Duties, Sub-Paragraph 10.2.16	Respond to scene of locally-activated fire, burglary, or other alarms; evaluate the situation, and take appropriate action.	Observation & Review of written incident reports	\$50 per occurrence per employee
18.	SOW: Sub-Paragraph 10.2 – Security Guard Duties, Sub-Paragraph 10.2.17	Monitor building alarm systems and electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots, as required in Post Orders or as directed by Facility Administrator.	Observation & Review of incident reports	\$50 per occurrence
19.	SOW: Sub-Paragraph 10.2 – Security Guard Duties, Sub-Paragraph 10.2.21 a.	Security Guards shall not store baton or Sam/Sally Browne belt at any Location where services under the Contract are being provided, unless specifically authorized, in writing, by County Project Director.	Observation, Random inspection & written incident reports	\$100 per occurrence
20.	SOW: Sub-Paragraph 10.2 – Security Guard Duties, Sub-Paragraph 10.2.21 b.	Security Guards shall not remove batons, Sam/Sally Browne belts from their persons or leave such items unattended at any Location, unless in an extreme emergency or a life-threatening situation, or when specifically authorized, in writing, by LACDMH.	Observation, Inspection & written incident reports	\$200 per occurrence per employee
21.	SOW: Sub-Paragraph 10.2 – Security Guard Duties, Restrictions and Obligations, Sub-Paragraph 10.3.21 e.	In the event of an incident involving serious misuse of authority or violation of firearm regulations by Security Guard or any Contractor employees, LACDMH may proceed with and conduct an administrative investigation. Contractor shall fully cooperate with County in such situation, including, at a minimum, submitting	Interview, Inspection of documents and written incident reports	\$200 per occurrence per employee

		documentation requested by LACDMH, and allowing Contractor employees to be interviewed at a Location designated by LACDMH.		
22.	SOW: Sub-Paragraph 10.3 – Security Guard Supervisor Duties	Security Guards shall be adequately supervised by Security Guard Supervisors as required on Attachment 1 Staffing Plan. Security Guard Supervisors shall travel to their assigned facilities on a regular basis to work with their subordinates.	Observation and Review of MIR	Open Post assessment of \$500 per post, per day until post filled; liquidated damages of \$1,000 per day upon third occurrence in 30 day period
23.	SOW: Sub-Paragraph 10.7 – Unscheduled Work Due to Security Incident	No unscheduled service hours shall commence without advance written authorization by County.	Inspection & Review of Records	Withholding of invoice amount due for unscheduled work provided without written authorization
24.	SOW: Sub-Paragraph 10.8 – Notification of Infectious Potential	Contractor shall immediately notify LACDMH of any Security Guard or Security Guard Supervisor reporting contact with, or evidencing signs or symptoms indicating the presence of, an infectious disease. Any Security Guard or Security Guard Supervisor determined to have infectious potential shall be removed from his/her post until it has been determined that the individual is no longer infectious as evidenced by a doctor's note. Contractor shall, utilizing available public information, make its employees aware of recommended vaccinations for diseases that can be prevented by vaccination.	Review & Inspection	\$100 per day for delay in reporting \$100 per occurrence for failure to remove infectious Security Guard or Security Guard Supervisor \$100 per occurrence for failure to provide vaccination information
25.	SOW: Sub-Paragraph 10.9 – Security Incident Report (SIR)	Security Guards or Security Guard Supervisors shall immediately report to LACDMH any incidents involving discharge of firearms, bodily injury, fire, theft, and other incidents that involve fire, law enforcement, health authorities, and/or Facility Administrator response. Security Guards or Security Guard Supervisors shall immediately follow up on these incidents by preparing written Security Incident Report (SIR). Written	Review & Inspection	\$100 per occurrence for failure to make immediate notification as required. \$50 per day for delay in submission

		documentation shall describe the incident(s) in detail, and be submitted to LACDMH before the end of the shift, or, if incidents occur after hours, the next morning.		
26.	SOW: Attachment 2 Training Outline	Contractor shall ensure that all Security Guard and Security Guard Supervisors remain current in all required training and certifications, including required updates provided to County. Contractor will establish a method of tracking all required certificates, training, and training updates needed to maintain compliance with the Contract.	Observation & Inspection of Administrative File.	\$100 per occurrence of late/deficient training and certifications.
27.	Exhibit B Fiscal Provisions – Sub-Paragraph 1.1.1	Contractor shall monitor and ensure that each of its Security Guards and Security Guard Supervisors work regular hours and overtime hours as specified in Attachment 1 - Staffing Plan. LACDMH may deny payment for overtime hours that are not specified in Attachment 1 - Staffing Plan of this SOW.	Review log sheets & invoices	Withholding of invoice amount due for unauthorized overtime hours.

SECURITY GUARD SERVICES – LOS ANGELES COUNTY FISCAL PROVISIONS

1.0 TOTAL CONTRACT SUM

The County will pay Contractor in arrears for services provided in accordance with Exhibit A (SOW and SOW Attachments) and annual funding amounts reflected in the chart below. Contractor will have no claim against County for payment for any services provided by Contractor that are not in the Contract or after the expiration or termination of the Contract or any part thereof.

Security Guard Services	
Year	Amount
Year One	\$3,500,000
Year Two	\$19,700,000
TOTAL CONTRACT SUM	\$23,200,000

- 1.1.1 Contractor will monitor and ensure that each of its Security Guards and Security Guard Supervisors work regular hours and overtime hours as specified in Attachment 1 (Staffing Plan) of this SOW. Contractor will be compensated at the overtime rate of one and a half (1.5) times the hourly labor rate only for those overtime hours that are required by County and considered by County to be overtime on a County assignment at a Location under the Contract as set forth in Attachment 1 (Staffing Plan) of this SOW. LACDMH may deny payment for overtime hours that are not specified in Attachment 1 (Staffing Plan) of this SOW.
- 1.1.2 County will not pay overtime for any Security Guard or Security Guard Supervisor who has worked a full shift at another Post and is brought in to cover a County assignment, such as when a Security Guard has called in sick without prior written authorization from LACDMH.

2.0 INVOICE SUBMISSION

- 2.1 Contractor's invoice (Exhibit C (Sample Invoice)) will include all monthly expenditures for services provided per Exhibit A (SOW and SOW Attachments).
- 2.2 Contractor must submit a completed and signed invoice to LACDMH by the 15th calendar day of the month following the month of service to APSEUInquiry@dmh.lacounty.gov.
- 2.3 Supporting documentation will clearly identify and support the charges on the invoice. Supporting documentation must include copies of Sign In/Out sheet per Location for all Security Guards and Security Guard Supervisors. Unless LACDMH specifies or instructs otherwise, copies of supporting documents are acceptable.
- 2.4 Contractor must retain all relevant supporting documents and make them available to LACDMH at any time for audit purposes.

**SECURITY GUARD SERVICES – LOS ANGELES COUNTY
FISCAL PROVISIONS**

- 2.5 At any time, if the County reasonably determines from a review of Contractor's service and billing records that the Contractor failed to deliver required services associated with this Contract and/or SOW, County will have the right to adjust and/or recover payment(s) associated with such service(s). The recovery from Contractor will be made through cash payment made by Contractor to County and/or County offsets to County future payment(s).
- 2.6 This Contract is also subject to any additional restrictions, limitations, or conditions imposed by the State, and federal government which may in any way affect the provisions of payment or funding of this Contract.

3.0 REIMBURSEMENT

- 3.1 Upon review and approval of complete and accurate invoices, County agrees to reimburse Contractor for services rendered under this Contract. Payments for services will be paid within 60 calendar days after receipt of a complete and accurate invoice, subject to the limitations and conditions specified in this Contract.
- 3.2 LACDMH will make reimbursements payable to Contractor and send payments to:

Name of Agency: _____

Address of Agency: _____

City, State, Zip: _____

SECURITY GUARD SERVICES – SAMPLE INVOICE**Contractor:** _____**Invoice Month:** _____**Lead Staff:** _____**Lead Staff e-Mail and telephone #:** _____**Contract Number:** **MH540004****Zone:** _____**DIRECT COST** (List each staff classification)

Payroll:	FTE*	Hourly Rate		Monthly Hours		Monthly Salary
Unarmed Security Guard	_____ %	\$ _____	x	_____	=	\$ _____
Armed Security Guard	_____ %	\$ _____	x	_____	=	\$ _____
On-Site Supervisor	_____ %	\$ _____	x	_____	=	\$ _____

Total Monthly Salaries and Wages \$ _____

*FTE = Full-Time Equivalent Positions (Monthly Hours divided by 173)

Employee Benefits	No. of Employees	Monthly Cost
Medical Insurance	_____	\$ _____
Dental Insurance	_____	\$ _____
Life Insurance	_____	\$ _____
Disability	_____	\$ _____
Retirement	_____	\$ _____
Other (Specify)	_____	\$ _____

Total Monthly Benefits \$ _____

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

FICA (Medicare & Social Security Taxes – 7.65% of Salary Costs)	\$ _____
State Unemployment Insurance (SUI)	\$ _____
Workers' Compensation	\$ _____
Other (Specify)	\$ _____

Total Monthly Payroll Taxes \$ _____

Insurance**

**(List Type/Coverage. See Sample Contract, Paragraph 8.25, Insurance Coverage Requirements)

Facility Maintenance	\$ _____
Space Rent/Lease	\$ _____
Equipment Lease/Maintenance	\$ _____
Program Supplies	\$ _____
Staff Development	\$ _____
Mileage/Parking Fees	\$ _____
Telephone/Utilities	\$ _____
Other (Specify)	\$ _____

Total Monthly Ins./Operating Costs \$ _____

TOTAL MONTHLY DIRECT COSTS \$ _____**ADMINISTRATIVE/INDIRECT COST** (List all appropriate)

(The County will pay up to 15% of actual costs; these costs will not be in addition to, but part of the total contract sum.)

General Accounting/Bookkeeping	\$ _____
Management Overhead (Specify)	\$ _____
Other (Specify)	\$ _____

TOTAL MONTHLY INDIRECT COSTS \$ _____**TOTAL MONTHLY DIRECT AND INDIRECT COSTS** \$ _____

COUNTY'S ADMINISTRATIONCONTRACT NO. MH540004**DIRECTOR OF MENTAL HEALTH:**

Name: Lisa H. Wong, Psy.D.
Title: Director
Address: 510 S. Vermont Avenue, 22nd Floor, Los Angeles, CA 90020
Telephone: (213) 947-6670 E-Mail Address: Lwong@dmh.lacounty.gov

COUNTY'S PROJECT DIRECTOR:

Name: Damien Parker
Title: Administrative Services Division Manager
Address: 510 S. Vermont Avenue, 20th Floor, Los Angeles, CA 90020
Telephone: 213-943-8579 E-Mail Address: DParker@dmh.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Christopher Chavez, MPA
Title: Administrative Services Manager I
Address: 510 S. Vermont Avenue, 20th Floor, Los Angeles, CA 90020
Telephone: 213-948-2441 E-Mail Address: CChavez@dmh.lacounty.gov

COUNTY'S PROJECT MONITOR:

Name: Heidi Castillo
Title: Administrative Assistant III
Address: 510 S. Vermont Avenue, 20th Floor, Los Angeles, CA 90020
Telephone: 213-943-8529 E-Mail Address: HCastillo@dmh.lacounty.gov

COUNTY CONTRACT ADMINISTRATOR:

Name: Andrea Wedderburn
Title: Health Program Analyst I
Address: 510 S. Vermont Avenue, 20th Floor, Los Angeles, CA 90020
Telephone: (213) 943-9182 E-Mail Address: AWedderburn@dmh.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Universal Protections Service LP dba Allied Universal Security Services
CONTRACT NO. MH540004

CONTRACTOR'S PROJECT MANAGER:

Name: Marlon Reyes
Title: Project Manager
Address: 17547 Ventura Boulevard, Suite 220
Encino, CA 91316
Telephone: W: 818-438-6188 and C: 818-625-5287
E-mail Address: Marlon.reyes@aus.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Edward Eccles
Title: Regional Vice President
Address: 21300 Victory Boulevard, Suite 600
Woodland Hills, CA 91367
Telephone: 919-475-5894
E-mail Address: Edward.eccles@aus.com

Name: Scott Naso
Title: Senior Regional Vice President
Address: 700 S. Flower Street, Suite 400
Los Angeles, CA 90017
Telephone: 213-923-5842
E-mail Address: Scott.naso@aus.com

NOTICES TO CONTRACTOR:

Name: Marlon Reyes
Title: Project Manager
Address: 17547 Ventura Boulevard, Suite 220
Encino, CA 91316
Telephone: W: 818-438-6188 and C: 818-625-5287
E-mail Address: Marlon.reyes@aus.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: Universal Protections Service LP Contract No MH540004

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

ATTESTATION REGARDING INFORMATION SECURITY REQUIREMENTS

Contractor must comply with Los Angeles County Board of Supervisors Policy No. 5.200 "Contractor Protection of Electronic County Information" security and privacy requirements.

Universal Protections Service LP dba Allied Universal Security Services (hereafter "Contractor") acknowledges and certifies that safeguards are in place to protect electronically stored and/or transmitted personal identifiable information (PII); protected health information (PHI) and medical information (MI).

Contractor acknowledges it is the Contractor's responsibility to access the following link: <https://dmh.lacounty.gov/for-providers/administrative-tools/administrative-forms/contract-attachments/> **annually and upon notification by DMH of updated Information Security Attachments to complete, or update, the forms listed below that are applicable to their contract:**

- ☒ Attachment 1 – Information Security and Privacy Requirements for Contracts
- ☒ Attachment 2 – DMH Contractor's Compliance with Information Security Requirements
- ☒ Attachment 3 – Confidentiality Oath for Non-DMH Workforce Members
- ☐ Attachment 4 – Electronic Data Transmission Trading Partner Attachment (TPA)

Further, Contractor agrees to comply with the terms and conditions of the attachments listed above, which are by this reference made a part of the Contract. It is Contractor's responsibility to access the link above, complete the attachments as specified and only return the documents where submission is indicated, via email to the Contract Administrator listed in Exhibit D (County's Administration).

Name of authorized official (Official Name) _____
Printed name

Signature of authorized official _____ Date _____

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

HOA.104008393.4
Rev. [4/16/24]

CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: _____

b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months: _____

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

b) Subsidiaries:

c) Related Business Entities:

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

CONTRIBUTION AND AGENT DECLARATION FORM**C. DECLARATION**

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are _____ additional pages attached to this Contribution Declaration Form.

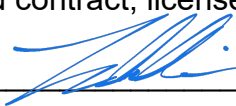
COMPANY BIDDERS OR APPLICANTS

I, _____ (Authorized Representative), on behalf of _____ (Declarant Company), at which I am employed as _____ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature



Date

CONTRIBUTION AND AGENT DECLARATION FORM**INDIVIDUAL BIDDERS OR APPLICANTS**

I, _____, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

Curley L. Bonds, M.D.
Chief Medical Officer

Rimmi Hundal, M.A.
Chief Deputy Director

March 26, 2026

TO: Supervisor Hilda L. Solis, Chair
Supervisor Holly J. Mitchell
Supervisor Lindsey P. Horvath
Supervisor Janice Hahn
Supervisor Kathryn Barger

FROM: Lisa H. Wong, Psy.D.
Director

SUBJECT: **INTENT TO REQUEST DELEGATED AUTHORITY FOR A
PERCENTAGE INCREASE EXCEEDING TEN PERCENT OF THE
TOTAL CONTRACT SUM OF THE SECURITY GUARD SERVICES
CONTRACT WITH UNIVERSAL PROTECTIONS SERVICE LP DBA
ALLIED UNIVERSAL SECURITY SERVICES**

In accordance with the Los Angeles County Board of Supervisors' (Board) Policy No. 5.120 (Authority to Approve Increases to Board-Approved Contract Amounts), the Department of Mental Health (DMH) is notifying your Board of our Department's intent to request delegated authority for a percentage increase exceeding ten percent of the Total Contract Sum (TCS). More specifically, DMH will request delegated authority for a 20 percent increase of the TCS of the new Security Services contract (Contract) with Universal Protections Service LP dba Allied Universal Security Services.

JUSTIFICATION

On April 14, 2026, DMH will present your Board a letter for approval to execute the new contract. During the term of the contract, DMH may require an increase to the TCS beyond the customary ten percent authority. Approval of this request will ensure the continued provision of security guard services at DMH facilities and ensure uninterrupted coverage across all service locations. In addition, the increased delegated authority will provide DMH with the flexibility to assign additional security guards to existing facilities as needed and to assign security guards to new facilities once they become operational, as DMH anticipates the completion of additional capital projects in the future.

Each Supervisor
March 26, 2026
Page 2

NOTIFICATION TIMELINE

Pursuant to Board Policy No. 5.120 (Authority to Approve Increases to Board-Approved Contract Amounts), DMH is required to notify your Board at least two weeks prior to the Board Meeting at which the request to exceed ten percent of the TCS will be presented. In accordance with this policy, DMH is notifying your Board of its intent to request delegated authority to increase the TCS by up to 20 percent. This request will be presented through a Board letter at the April 14, 2026, Board Hearing.

If you have any questions or require additional information, please contact me at LWong@dmh.lacounty.gov or (213) 947-6670, or your staff may contact Stella Krikorian, Division Manager, Contracts Development and Administration Division, at SKrikorian@dmh.lacounty.gov or (213) 943-9146.

LHW:RH:KN
SK:MG:atm

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