COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

REQUEST FOR STATEMENT OF QUALIFICATIONS
(RFSQ 604-SH)
TEMPORARY PERSONNEL SERVICES

OCTOBER, 2016

Prepared By
County of Los Angeles

These guidelines are intended to provide general information only and are subject to revision. The rights and obligations of any party contracting with the County will be determined in accordance with the terms of the applicable contract and applicable law.

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
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TABLE OF CONTENTS

SECTION		PAGE
1.0	**GENERAL INFORMATION**	1
1.1	Scope of Work	1
1.2	Overview of Solicitation Document	1
1.3	Terms and Definitions	2
1.4	Vendor's Minimum Mandatory Qualifications	2
1.5	Intentionally Omitted	3
1.6	Master Agreement Process	3
1.7	Master Agreement Term	4
1.8	County Rights & Responsibilities	4
1.9	Contact with County Personnel	4
1.10	Mandatory Requirement to Register on County's WebVen	5
1.11	County Option to Reject SOQs or Cancel RFSQ	5
1.12	Protest Process	5
1.13	Notice to Vendor's Regarding Public Records Act	6
1.14	Indemnification and Insurance	6
1.15	SPARTA Program	6
1.16	Injury & Illness Prevention Program (IIPP)	6
1.17	Background and Security Investigations	7
1.18	Confidentiality and Independent Contractor Status	7
1.19	Conflict of Interest	7
1.20	Determination of Vendor Responsibility	8
1.21	Vendor Debarment	9
1.22	Vendor's Adherence to County Child Support Compliance Program	10
1.23	Gratuities	10
1.24	Notice to Vendors Regarding the County Lobbyist Ordinance	11
1.25	Federal Earned Income Credit	12
1.26	Consideration of GAIN/GROW Participants for Employment	12
1.27	County's Quality Assurance Plan	12
1.28	Recycled Bond Paper	12

SECTION		PAGE
1.29	Safely Surrendered Baby Law	12
1.30	County Policy on Doing Business with Small Business	13
1.31	Jury Service Program	13
1.32	Local Small Business Enterprise (LSBE) Preference Program (if applicable)	14
1.33	Local Small Business Enterprise (LSBE) Prompt Payment Program	15
1.34	Notification to County of Pending Acquisitions/Mergers by Proposing Company	15
1.35	Social Enterprises (SE) Preference Program (if applicable)	15
1.36	Intentionally Omitted	16
1.37	Contractor's Charitable Contributions Compliance (if applicable)	16
1.38	Defaulted Property Tax Reduction Program	17
1.39	Disabled Veteran Business Enterprise (DVBE) Preference Program (if applicable)	17
1.40	Time Off for Voting	18
2.0	**INSTRUCTIONS TO VENDORS**	**19**
2.1	County Responsibility	19
2.2	Truth and Accuracy of Representations	19
2.3	RFSQ Timetable	19
2.4	Solicitation Requirements Review	19
2.5	Vendors' Questions	20
2.6	Intentionally Omitted	20
2.7	Preparation and Format of the SOQ	20
2.8	SOQ Submission	25
2.9	Acceptance of Terms and Conditions of Master Agreement	25
2.10	SOQ Withdrawals	25
3.0	**SOQ REVIEW/SELECTION/QUALIFICATION PROCESS**	**27**
3.1	Review Process	27
3.2	Disqualification Review	28
3.3	Selection/Qualification Process	28
3.4	Master Agreement Award	28

APPENDICES:

ATTACHMENT 1: Statement of Work

APPENDIX A: Required Forms

APPENDIX B: Transmittal Form to Request a Solicitation Requirements Review

APPENDIX C: County of Los Angeles Policy on Doing Business with Small Business

APPENDIX D: Jury Service Ordinance

APPENDIX E: Listing of Contractors Debarred in Los Angeles County

APPENDIX F: IRS Notice 1015

APPENDIX G: Safely Surrendered Baby Law

APPENDIX H: Model Master Agreement

APPENDIX I: Background and Resources: California Charities Regulation (if applicable)

APPENDIX J: Defaulted Property Tax Reduction Program

1.0 GENERAL INFORMATION

1.1 Scope of Work

The County of Los Angeles (County), by and through the Los Angeles County Sheriff's Department (Department) is seeking qualified companies (Vendors) to enter into Master Agreements with the County to provide temporary personnel services on an as-needed basis.

The Department requires the services of Contractors for the placement of Temporary Personnel to provide an array of specialized temporary personnel job classifications that include, but are not limited to, the following: Administrative Assistant/Human Resources, Video Production Equipment Operator, Nurse Practitioner, Clerk, Information Technology Aide, Senior Information Technology Aide, Information Technology Technical Support Analyst I, Information Technology Support Analyst II, Network Systems Administrator I, Health Information Associate, Dietitian, General Maintenance Worker, Pharmacy Technician, Pharmacist, Civilian Investigator or any other personnel job classification in accordance with Exhibit A - Personnel Job Classifications, of Attachment 1 – Statement of Work (SOW), of this Request for Statement of Qualifications (RFSQ).

It is not required that Vendors be qualified to provide all personnel job classifications identified in Exhibit A – Personnel Job Classifications, of Attachment 1 – SOW, of this RFSQ. Vendors responding to this solicitation are asked to respond and identify those personnel job classifications Vendor can provide under the Master Agreement, as identified on Exhibit 13 - Vendor's Job Classification Checklist, Appendix A – Required Forms., of this RFSQ

Temporary personnel shall be used for any peak load, temporary absence, or emergency other than a labor dispute for a period not to exceed 90 days or 720 working hours.

The Department reserves the right to add and/or delete temporary personnel job classifications throughout the term of the Master Agreement.

1.2 Overview of Solicitation Document

This Request for Statement of Qualifications (RFSQ) is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Vendor's Minimum Mandatory Qualifications, provides information regarding some of the requirements of the Master Agreement and the solicitation process.
- **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors on how to prepare and submit their Statement of Qualifications (SOQ).
- **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/SELECTION**

QUALIFICATION PROCESS: Explains how the SOQ will be reviewed, selected and qualified.

- **ATTACHMENT 1 STATEMENT OF WORK (SOW):** Written description of tasks, deliverables, services, and other work requirements by County under this RFSQ and the resultant Master Agreements.
- **APPENDICES:**
  - **A - REQUIRED FORMS:** Forms contained in this section must be completed and included in the SOQ.
  - **B - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department requesting a Solicitation Requirements Review.
  - **C - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS:** County Code.
  - **D - JURY SERVICE ORDINANCE:** County Code.
  - **E - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
  - **F - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
  - **G - SAFELY SURRENDERED BABY LAW:** County program.
  - **H - MODEL MASTER AGREEMENT:** The Master Agreement used for this solicitation. The terms and conditions shown in the Model Master Agreement are not negotiable.
  - **I - BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION:** An information sheet intended to assist Nonprofit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources. (if applicable)
  - **J - DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Code.

1.3 Terms and Definitions

Throughout this RFSQ, references are made to certain persons, groups, or Departments/agencies. For convenience, a description of specific definitions can be found in Appendix H - Model Master Agreement, Paragraph 2.0, Definitions.

1.4 Vendor's Minimum Mandatory Qualifications

Interested and qualified Vendors that meet the Minimum Mandatory Qualifications stated below are invited to submit an SOQ.

1.4.1 Vendor must have a minimum of five (5) years of experience providing placement of temporary personnel services for government agencies,

where three (3) of the five (5) years of experience must have been with a law enforcement agency (ies), for which the same or similar Work to that described in Attachment 1 - SOW of this RFSQ was provided. Accumulated experience from one or more agencies is acceptable.

Vendor shall provide references that verify this Minimum Mandatory Qualification and include complete start dates, complete end dates, name of government agency, law enforcement agency, and services provided.

1.4.2 Vendor must have a Project Manager with a minimum of five (5) years of experience providing placement of temporary personnel for govemment agencies, where three (3) of the five (5) years of experience must have been with a law enforcement agency(ies), for which the same or similar Work to that described in Attachment 1 - SOW of this RFSQ was provided.

Vendor shall provide references that verify this Minimum Mandatory Qualification and include complete start dates, complete end dates, name of government agency, law enforcement agency, and services provided. In addition to reference(s), Vendor shall provide a resume as specified under Sub-paragraph 2.7.2, Section A of this RFSQ.

1.5 Intentionally Omitted

1.6 Master Agreement Process

The objective of this RFSQ process is to secure one or more qualified Vendors to provide temporary personnel services. Specific tasks, deliverables, etc. will be determined at the time the Department issues Work Orders.

1.6.1 Master Agreements will be executed with all Vendors determined to be qualified and meet the Vendor's Minimum Mandatory Qualifications in Paragraph 1.4 of this RFSQ.

1.6.2 Upon the County's execution of these Master Agreements, the qualified Vendors will become County Qualified Contractors.

1.6.3 Qualified Contractors who are in compliance with the terms and conditions and whose evidence of insurance requirements have been received by the Department and are valid and in effect will become Active Contractors and thereafter may, based on an as needed basis, be required to provide temporary personnel services under Work Orders issued by the Department.

1.6.4 It is the intent of the Department to issue Work Orders to Active Contractors on a rotational Work Order basis based on the Contractor's qualification to provide the required personnel job classification as specified on Vendor's Job Classification Checklist, Exhibit 13, Appendix A – Required Forms of this RFSQ. However, based on the needs of the

Department, the Department has the sole discretion to issue a Work Order to any Contractor.

1.6.5 Payment for all Work shall be based on a fixed Hourly Billable Rate and subject to the total maximum hours specified on each individual fully-executed Work Order.

1.6.6 The Hourly Billable Rate, set by Department, have been established and memorialized in Exhibit A – Personnel Job Classification, of Attachment 1 – SOW, of this RFSQ. The Hourly Billable Rates shall remain fixed and firm for the term of the Master Agreement, unless amended at the Department's discretion.

1.6.7 The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business. County does not promise, warrant or guarantee that County will utilize any particular level of Contractor's service or any service at all, during the term of the Master Agreement.

1.7 Master Agreement Term

1.7.1 Prior to the commencement of any Master Agreement, the Model Master Agreement must be approved by the Los Angeles County Board of Supervisors (Board). The term of the Master Agreement shall commence January 19, 2017, or upon the date of its execution by the Sheriff, whichever is later, and shall terminate January 18, 2022.

1.7.2 County shall have the option to extend the initial term of each Master Agreement for up to two (2) additional one-year option periods, for a total Master Agreement term not to exceed seven (7) years. Extension options shall be at the Sheriff's sole discretion.

1.7.3 County will be continuously accepting SOQs throughout the duration of the Master Agreement or until the needs of the Department are met.

1.8 County Rights and Responsibilities

The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFSQ. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.9 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

Los Angeles County Sheriff's Department

Hall of Justice
Fiscal Administration - Contracts Unit
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Jennifer Russell, Contract Analyst
e-mail address: jrussel@lasd.org
fax #: (323) 415-3367

If it is discovered that a Vendor contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, shall disqualify their SOQ from further consideration.

1.10 Mandatory Requirement to Register on County's WebVen

Prior to executing a Master Agreement, all potential Qualified Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://camisvr.co.la.ca.us/webven/.

1.11 County Option to Reject SOQs or Cancel RFSQ

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation and/or cancel the RFSQ. The County shall not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

1.12 Protest Process

1.12.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services master agreement, as described in Sub-paragraph 1.12.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the Sub-paragraphs below.

1.12.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of master agreement based on a Vendor protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

1.12.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

- Review of Solicitation Requirements Review (Reference Paragraph 2.4 in the solicitation requirement review)

- Review of a Disqualified SOQ (Reference Paragraph 3.2 in the SOQ Review/Selection/Process Section)

1.13 Notice to Vendor's Regarding Public Records Act

1.13.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when Department recommends the qualified Vendor(s) to the Board and such recommendation appears on the Board agenda, all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

1.13.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. The Vendor must specifically label only those provisions of their respective SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.14 Indemnification and Insurance

Vendor shall be required to comply with the Indemnification provisions contained in Appendix H – Model Master Agreement, Sub-paragraph 8.22. Vendor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix H – Model Master Agreement, Sub-paragraphs 8.23 and 8.24.

1.15 SPARTA Program

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com.

1.16 Injury and Illness Prevention Program (IIPP)

Vendor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations 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.

1.17 Background and Security Investigations

1.17.1 At any time prior to or during the term of the Master Agreement, all Contractor staff, subcontractors, and agents of Contractor (collectively herein "Contractor's staff") performing services under the Master Agreement shall be required to undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under the Master Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Department.

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

1.17.3 County, in its sole discretion, shall 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.

1.17.4 Disqualification of any member of Contractor's staff shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Master Agreement.

1.17.5 Contractor shall pre-screen and qualify all Temporary Personnel assigned to provide services under a Work Order. Any expense associated with performing the pre-screening of Temporary Personnel shall be at the expense of Contractor, regardless if Contractor's Temporary Personnel are accepted or not by Department. Refer to Attachment 1 - SOW, Paragraph 3.0 - Pre-Screened Temporary Personnel, of this RFSQ.

1.18 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision Sub-paragraph 7.6 and the Independent Contractor Status Sub-paragraph 8.21 in Appendix H – Model Master Agreement, of this RFSQ.

1.19 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any

spouse of economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix A - Required Forms, Exhibit 2 - Certification of No Conflict of Interest.

1.20 Determination of Vendor Responsibility

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

1.20.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contract, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.

1.20.3 The County may declare a Vendor to be non-responsible for purposes of the Master Agreement if the Board of Supervisors, in its discretion, finds that the Vendor 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 Vendor'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 omission 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.

1.20.4 If there is evidence that the Vendor may not be responsible, the Department shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board of Supervisors that the Vendor be found not responsible. The Department shall provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

1.20.5 If the Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor shall reside with the Board of Supervisors.

1.20.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.21 Vendor Debarment

1.21.1 The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Vendor 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 Vendor'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.

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

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

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

1.21.5 If a Vendor has been debarred for a period longer than five (5) years, that Vendor 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 Vendor 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.

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

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

1.21.8 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.21.9 Appendix E – Listing of Contractors Debarred in Los Angeles County, provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.22 Vendor's Adherence to County Child Support Compliance Program

Contractors shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any master agreement that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.23 Gratuities

1.23.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in the award of a Master Agreement or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of the Vendor's submission. A Vendor shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a Master Agreement.

1.23.2 Vendor Notification to County

A Vendor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

1.23.3 Form of Improper Consideration

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

1.24 Notice to Vendors Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix A - Required Forms, Exhibit 5, as part of their SOQ.

1.25 Federal Earned Income Credit

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

1.26 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration of a Master Agreement, Vendors shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the Minimum Mandatory Qualifications for that opening. Vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors who are unable to meet this requirement shall not be considered for a Master Agreement.

Vendors shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix A - Required Forms, Exhibit 9, as part of their SOQ.

1.27 County's Quality Assurance Plan

After award of a Master Agreement and subsequent Work Order(s), the County or its agent will evaluate the Contractor's performance under the Master Agreement and Work Orders on an annual basis. Such evaluation will include assessing Contractor's compliance with all terms and performance standards identified in the Master Agreement and in the Work Orders. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of this Master Agreement and subsequent Work Orders will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Master Agreement and/or Work Order in whole or in part, or impose other penalties as specified in the Master Agreement.

1.28 Recycled Bond Paper

Vendor shall be required to comply with the County's policy on recycled bond paper as specified in Appendix H – Model Master Agreement, Sub-paragraph 8.38.

1.29 Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix G – Safely Surrendered Baby Law, of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.30 County Policy on Doing Business with Small Business

1.30.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

1.30.2 The Local Small Business Enterprise Preference Program, requires the Company to complete a certification process. This program and how to obtain certification are further explained in Paragraph 1.32 of this Section.

1.30.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Paragraph 1.31 of this Section.

1.30.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix C, of this RFSQ.

1.31 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix D, and the pertinent jury service provisions of the Appendix H – Model Master Agreement, Sub-paragraph 8.7, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.31.1 The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the

employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "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) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. 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.

1.31.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation of 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 contract or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than $500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

1.31.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in Appendix A - Required Forms, Exhibit 10, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.32 Local Small Business Enterprise (LSBE) Preference Program (if applicable)

1.32.1 In reviewing Work Order Bids, the County will give LSBE preference to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affair's (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the Department of Consumer and Business Affairs as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.

1.32.2 To apply for certification as an LSBE, businesses should contact the Department of Consumer and Business Affairs at http://dcba.lacounty.gov

1.32.3 Certified Local SBEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.

1.32.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at http://www.pd.dgs.ca.gov/smbus/default

1.33 Local Small Business Enterprise (LSBE) Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

1.34 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Vendor on Required Form - Exhibit 1 - Vendor's Organization Questionnaire/Affidavit. Failure of the

Vendor to provide this information may eliminate its SOQ from any further consideration.

1.35 Social Enterprise (SE) Preference Program (If Applicable)

1.35.1 In reviewing Work Order, the County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:

1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and

2) A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE.

1.35.2 The DCBA shall certify that a SE meets the criteria set forth in Section 1.35.1.

1.35.3 Certified SEs may only request the preference in each of their Work Order responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.

1.35.4 Further information on SEs is also available on the DCBA's website at: http://dcba.lacounty.gov.

1.36 Intentionally Omitted

1.37 Contractor's Charitable Contributions Compliance (if applicable)

1.37.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read the Background and Resources: California Charities Regulations, Appendix I. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over $2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

1.37.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Exhibit 11 as set forth in Appendix A - Required Forms. A completed Exhibit 11 is a required part of any agreement with the County.

1.37.3 In Exhibit 11, prospective contractors certify either that:

- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement,

- OR -

- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

1.37.4 Prospective County contractors that do not complete Exhibit 11 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

1.38 Defaulted Property Tax Reduction Program

The prospective Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix J, and the pertinent provisions of the Model Master Agreement, Appendix H, Sub-paragraphs 8.50 and 8.51, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any Master Agreement that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Exhibit 12 in Appendix A – Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.39 Disabled Veteran Business Enterprise (DVBE) Preference Program (if applicable)

1.39.1 In reviewing Work Order Bids, the County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code.

A DVBE vendor is defined as:

1) A business which is certified by the State of California as a DVBE; or

2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.

3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

1.39.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Section 1.39.1, 1 or 2 above.

1.39.3 Certified DVBEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.

1.39.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at http://www.dgs.ca.gov/pd/Home.aspx

1.39.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: http://www.vetbiz.gov/

1.40 Time Off for Voting

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

2.0 INSTRUCTIONS TO VENDORS

This Section contains key project dates and activities as well as instructions to Vendors on how to prepare and submit their Statement of Qualifications (SOQ).

2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Sheriff's sole judgment and his judgment shall be final.

2.3 RFSQ Timetable

The timetable for this RFSQ is as follows:

- Release of RFSQ..... October 26, 2016
- Request for a Solicitation Requirements Review Due..... November 10, 2016
- Written Questions Due ..... November 10, 2016
- Questions and Answers Released ..... November 15, 2016
- SOQ due by (3:00 p.m.) (Pacific Time)..... November 22, 2016

The SOQ due date is an initial date. SOQs received after the due date may not be reviewed initially; however, they may be reviewed at a later date to determine if they meet the Minimum Mandatory Qualifications listed in Paragraph 1.4 - Vendor's Minimum Mandatory Qualifications of this RFSQ. The solicitation will remain open until the needs of the Department are met.

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix B – RFSQ Transmittal Form to Request a Solicitation Requirements Review, to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not

satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
   a. application of the minimum mandatory qualifications, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
   b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date.

2.5 Vendors' Questions

Vendors may submit written questions regarding this RFSQ by mail, fax or e-mail to the individual identified below. All questions must be received by November 10, 2016. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

When submitting questions, please specity the RFSQ section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum mandatory qualifications, evaluation criteria and/or business requirements would unfairly disadvantage Vendors or, due to unclear instructions, may result in the County not receiving the best possible responses from Vendor.

Questions should be addressed to:

Los Angeles County Sheriff's Department
Hall of Justice
Fiscal Administration – Contracts Unit
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Attention: Jennifer Russell
Fax #:323-415-3367
e-mail address: jrussel@lasd.org

2.6 Intentionally Omitted

2.7 Preparation and Format of the SOQ

All SOQs must be bound and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.

The content and sequence of the SOQ must be as follows:

- Table of Contents
- Vendor's Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)
- Proof of Licenses (Section D)
- Financial Capability (Section E)

2.7.1 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by Section reference numbers.

2.7.2 Vendor's Qualifications (Section A)

Demonstrate that the Vendor's organization has the experience to perform the required services. The following sections must be included:

A. Vendor's Background and Experience (Section A.1)

The Vendor shall complete, sign and date the Vendor's Organization Questionnaire/Affidavit – Exhibit 1 as set forth in Appendix A – Required Forms. **The person signing the form must be authorized to sign on behalf of the Vendor and to bind the vendor in a Master Agreement.** Provide a summary of relevant background information and documentation to demonstrate that the Vendor meets the Minimum Mandatory Qualifications stated in Paragraph 1.4 of this RFSQ and has the capability to perform the required services as a corporation or other entity.

- Vendor shall demonstrate the capacity of the organization to perform the required temporary personnel services and that the organization has a minimum of five (5) years of experience providing temporary personnel services for government agencies, where three (3) of the five (5) years of experience must have been with a law enforcement agency (ies), for which the same or similar Work to that described in Attachment 1 – Statement of Work (refer to Sub-paragraph 1.4.1) of this RFSQ was provided.

Accumulated experience from one or more agencies is acceptable.

Vendor shall provide references that verify this Minimum Mandatory Qualification and include complete start dates, complete end dates, name of government agency, law enforcement agency, and services provided.

- Vendor shall also describe in detail that the organization is adequately staffed and employees are trained to the provided the required services.
- Vendor shall demonstrate that Contractor's Project Manager assigned will have a minimum of five (5) years of experience providing placement of Temporary Personnel for government agencies, where three (3) of the five (5) years of experience must have been with a law enforcement agency (ies), for which the same or similar Work to that described in Attachment 1 – Statement of Work (refer to Sub-paragraph 1.4.2) of this RFSQ was provided.

  Vendor shall provide references that verify this Minimum Mandatory Qualification and include complete start dates, complete end dates, name of government agency, law enforcement agency, and services provided. In addition to reference(s), Vendor, shall provide a resume in this Section A.1 for the Contractor's Project Manager.
- Vendor shall complete, sign, and date the Vendor's Job Classifications Checklist – Exhibit 13 as set forth in Appendix A – Required Forms of this RFSQ and place it in this Section A.1 of the SOQ. The person signing this checklist must be authorized to sign on behalf of the Vendor and to bind the Vendor in a Master Agreement.
- Vendor must provide the names, addresses, and telephone numbers of all persons authorized to represent and bind the company under this Section A.1.

Taking into account the structure of the Vendor's organization, Vendor shall determine which of the below referenced supporting documents the County requires. If the Vendor's organization does not fit into one of these categories, upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional documentation regarding the Vendor's business organization and authority of individuals to sign Master Agreements.

If the below referenced documents are not available at the time of SOQ submission, Vendors must request the appropriate

documents from the California Secretary of State and provide a statement on the status of the request.

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Vendor must submit the following documentation with the SOQ:

1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.

2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership:

The Vendor must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

B. Vendor's References (Section A.2)

It is the Vendor's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms – Exhibits 6 and 7, of Appendix A – Required Forms.

County may disqualify a Vendor if:

- references fail to substantiate Vendor's description of the services provided; or
- references fail to support that Vendor has a continuing pattern of providing capable, productive, and skilled Temporary Personnel, or
- the Department is unable to reach the point of contact with reasonable effort. It is the Vendor's responsibility to inform the point of contact of normal working hours

The Vendor must complete and include Required Forms, Exhibits 6, 7 and 8 as set forth in Appendix A – Required Forms.

a. Prospective Contractor References, Exhibit 6

   Vendor must provide three (3) references for which the same or similar Work to that described in Attachment 1 – Statement of Work, was provided.

b. Prospective Contractor List of Contracts, Exhibit 7

The listing must include all public entity contracts for the last three (3) years. A photocopy of this form should be used if necessary.

c. Prospective Contractor List of Terminated Contracts, Exhibit 8

Listing must include contracts terminated or expired within the past three (3) years with a reason for termination.

C. Vendor's Pending Litigation and Judgments (Section A.3)

Identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. Provide a statement describing the size and scope of any pending or threatened litigation against the Vendor or principals of the Vendor.

2.7.3 Required Forms (Section B)

The SOQ shall include the following forms as provided in Appendix A - Required Forms, of this RFSQ. Vendor shall complete, sign, and date all required or applicable forms.

The person signing all forms must be authorized to sign on behalf of the Vendor and to bind the Vendor in a Master Agreement. Forms may be expanded, as necessary, to provide complete responses.

Exhibit 2 – Certification of No Conflict of Interest

Exhibit 3 – Vendor's EEO Certification

Exhibit 4 – Request Preference Program Consideration

Exhibit 5 – Familiarity with the County Lobbyist Ordinance Certification

Exhibit 9 – Attestation of Willingness to Consider Gain/Grow Participants

Exhibit 10 – County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception

Exhibit 11 - Charitable Contributions Certification

Exhibit 12 – Certification of Compliance with the County's Defaulted Property Tax Reduction Program

2.7.4 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in the Appendix H – Model Master Agreement, Sub-paragraphs 8.23 and 8.24. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be selected to receive a Master Agreement award shall be submitted with the SOQ under this Section C.

2.7.5 Proof of Licenses (Section D)

Vendor must furnish a copy of all applicable licenses under this Section D.

2.7.6 Financial Capability (Section E)

Vendor must provide copies of the company's financial statement for the most current and prior two (2) fiscal years (for example 2015, 2014, and 2013) under this Section E. Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential is so stamped on each page.

2.8 SOQ Submission

The original SOQ and two (2) numbered copies shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Vendor and bear the words:

"SOQ FOR TEMPORARY PERSONNEL SERVICES (RFSQ 604-SH)"

In addition, as part of the statement submission, Vendors shall submit .pdf electronic copies of the SOQ on 2 separate compact disks (CDs) or memory sticks, both of which shall be clearly labeled.

The SOQ and any related information shall be delivered or mailed to:

Los Angeles County Sheriff's Department
Hall of Justice
Fiscal Administration – Contracts Unit
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Attention: Jennifer Russell

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline identified in Paragraph 2.3. Submitting Vendors shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

Any SOQs received after the scheduled due date and time, as stated in Paragraph 2.3, or any addendum amending the SOQ due date and time, will not be reviewed initially; however, they may be reviewed at a later date.

2.9 Acceptance of Terms and Conditions of Master Agreement

Vendors understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix H – Model Master Agreement.

2.10 SOQ Withdrawals

The Vendor may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to:

Irma Santana, Manager
Los Angeles County Sheriff's Department
Hall of Justice
Fiscal Administration – Contracts Unit
211 West Temple Street, 6th Floor
Los Angeles, Califomia 90012

Vendors that wish to re-submit a corrected SOQ, or correction to any component of the SOQ, must do so before the initial submission deadline stated in Paragraph 2.3. Resubmitted corrections to SOQs submitted after the initial deadline may not be reviewed initially, however, they may be reviewed at a later date to determine if they meet the qualifications listed in this RFSQ.

If County determines at any time that there are one or more errors (e.g. clerical or arithmetic errors) or more missing information in any submitted SOQ, County, in its sole discretion, may request in writing that the particular Vendor submit a written correction of the applicable portion(s) of its SOQ within a County-specified time period and in compliance with all County instructions as set forth in the request, including regarding content and format. Vendor understands and agrees that any such correction shall be limited to correcting errors or submitting missing information identified by County, shall comply with all County instructions as set forth in the request, and shall be considered part of the SOQ for all purposes including SOQ review. If Vendor fails to submit such correction or missing information with the County-specified time period, the SOQ shall stand as written.

3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

3.1 Review Process

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

3.1.1 Adherence to Minimum Mandatory Qualifications

County shall review the Vendor's Organization Questionnaire/Affidavit – Exhibit 1 of Appendix A - Required Forms, and the appropriate information, references, and/or documentation and determine if the Vendor meets the Minimum Mandatory Qualifications as outlined in Paragraph 1.4 of this RFSQ.

Failure of the Vendor to comply with the Minimum Mandatory Qualifications may eliminate its SOQ from any further consideration. The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

3.1.2 Vendor's Qualifications (Section A)

County's review shall include the following:

- Vendor's Background and Experience as provided in Section A.1 of the SOQ.
- Vendor's information on how Vendor's organization has the ability to provide the adequate staffing levels and trained employees for the requested Services
- Resume of Contractor's Project Manager as provided in Section A.1.
- Completed and signed, Appendix A - Required Form, Exhibit 13 – Vendor's Job Classifications Checklist as provided in Section A.1.
- Vendor's References as provided in Section A.2. The review will include verification of references submitted, a review of the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.
- A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in Section A.3.

3.1.3 Required Forms

All forms listed in Section 2, Sub-paragraph 2.7.3 must be included in **Section B** of the SOQ.

3.1.4 Proof of Insurability

Review the proof of insurability provided in **Section C** of the SOQ.

3.1.5 Proof of Licenses

Review the proof of licenses provided in **Section D** of the SOQ.

3.1.6 Financial Capability

An analysis of the financial information in **Section E** of the SOQ to determine the financial capability of the firm.

3.2 Disqualification Review

An SOQ may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that an SOQ is disqualified due to non-responsiveness, the Department shall notify the Vendor in writing.

Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Vendor;

2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and

3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process.

3.3 Selection/Qualification Process

The Department will generally select Vendors that have experience in providing a broad range of temporary personnel services. However, in order to ensure the Department has a varied pool of qualified Contractors, the Department may offer Master Agreements to Vendors that offer a narrow scope of services in more highly specialized areas.

3.4 Master Agreement Award

Vendors who are notified by the Department that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award

have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to the Department's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

The Department will execute Board of Supervisors-authorized Master Agreements with each selected Vendor. All Vendors will be informed of the final selections.

ATTACHMENT 1

STATEMENT OF WORK

TEMPORARY PERSONNEL SERVICES

RFSQ 604-SH

ATTACHMENT 1
STATEMENT OF WORK
TEMPORARY PERSONNEL SERVICES

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
1.0	SCOPE OF WORK	1
2.0	WORK ORDER	1
3.0	PRE-SCREENED TEMPORARY PERSONNEL	2
4.0	CONTRACTOR'S RESPONSIBILITY	3
5.0	HOURS/DAYS OF WORK	4
6.0	SPECIFIC WORK REQUIREMENTS	4
7.0	TIMECARDS	5
8.0	CONTRACT DISCREPANCY REPORT	6

EXHIBITS:

EXHIBIT A PERSONNEL JOB CLASSIFICATIONS

EXHIBIT B SHERIFF'S DEPARTMENT LISTING OF LOCATIONS

1.0 SCOPE OF WORK

The Los Angeles County Sheriff's Department (Department) requires the services of Contractor to provide placement of Temporary Personnel for an array of specialized temporary personnel job classifications that include, but are not limited to, the following: Administrative Assistant/Human Resources, Video Production Equipment Operator, Nurse Practitioner, Clerk, Information Technology Adie, Senior Information Technology Aide, Information Technology Technical Support Analyst I, Information Technology Support Analyst II, Network Systems Administrator I, Health Information Associate, Dietitian, General Maintenance Worker, Pharmacy Technician, Pharmacist, Civilian Investigator or any other personnel job classification in accordance with Exhibit A - Personnel Job Classifications, of this Attachment 1 - Statement of Work (SOW).

Temporary Personnel shall be assigned to various bureaus and facilities within the Department in accordance with Exhibit B – Sheriff's Department Listing of Locations, of this Attachment 1 – SOW.

Temporary Personnel shall be used for any peak load, temporary absence, or emergency other than a labor dispute for a period not to exceed 90 days or 720 working hours.

2.0 WORK ORDER

2.1 Upon determination by County to request temporary personnel services, it is County's intent to issue a Work Order to all Active Contractors on a rotational basis based on the Contractor's qualification to provide the required job classification; however, based on the needs of the County, the Department has the sole discretion to issue a Work Order to any of the Active Contractors.

2.2 Work Order Process

Work Orders generally will be issued by the Department to Active Contractors in the following manner:

2.2.1 Work Orders shall be rotated between Active Contractors qualified in accordance with Exhibit I – Contractor's Job Classification Checklist, of the Master Agreement to provide the specified job classification(s) in accordance with Exhibit A - Personnel Job Classifications, of this SOW.

2.2.2 Work Orders shall contain the following:
1) Contractor's Name
2) Work Order Number
3) Tentative Start Date
4) Name and Address of Unit Requesting Service

5) Number of Temporary Personnel staff required
6) Job Classification
7) Hourly Billable Rate
8) Date Work Order Section I is due from Contractor

2.2.3 Failure of Contractor to provide a written response and provide the required documentation in accordance with Exhibit H – Sample Work Order of the Master Agreement within the specified timeframe listed in the Work Order, shall disqualify Contractor for that particular Work Order.

2.2.4 Department will conduct a background investigation of Contractor's assigned Temporary Personnel as described in Sub-paragraph 7.5 - Background and Security Investigations, of the Master Agreement. Department will notify Contractor of background investigation results. If Contractor's Temporary Personnel passes the background investigation, then Contractor will receive a start date for the Temporary Personnel. If Contractor's Temporary Personnel does not pass the background investigation, then Contractor shall assign and submit to the Department the name of another Temporary Personnel to undergo a background investigation.

2.2.5 If Contractor's Temporary Personnel does not pass the background investigation, the Department may, at the Department's sole determination, proceed to the next Active Contractor on the rotation for the particular job classification.

2.3 Should a Contractor not be able to fulfill the requirements prior to or after full execution of the Work Order, the Department will proceed to the next Contractor on the rotation for the particular job classification.

2.4 Exceptions by County

County Project Manager may select an Active Contractor out of rotation when only one Active Contractor(s) is capable of providing the required job classification in fulfillment of Department's Work Order requirements.

3.0 PRE-SCREENED TEMPORARY PERSONNEL

3.1 Contractor shall pre-screen and qualify all Temporary Personnel assigned to provide services under a Work Order. Documentation of the pre-screened Temporary Personnel must be on Contractor's letterhead/stationery. Contractor shall attach pre-screened documentation of the Temporary Personnel as described in Exhibit H

– Sample Work Order, of the Master Agreement and Paragraph 3.3 below.

3.2 Any expense associated with performing the pre-screening of Temporary Personnel shall be at the expense of Contractor, regardless if Contractor's Temporary Personnel are accepted or not by Department.

3.3 Documentation of the pre-screened Temporary Personnel shall include, but not limited to the following:

- Evidence of age eighteen (18) years or older
- History of excessive alcohol consumption or abuse
- History of controlled substance use, abuse, possession, and/or sales
- Evidence of past or present criminal activity
- Conviction on felony or serious misdemeanor charges
- Applicant's work habits and ability to perform duties required hereunder

3.4 Contractor shall complete Section I of the Work Order and return to the County Project Manager or designee with the attached pre-screen documentation and Exhibit G – Forms Required for Each Work Order Before Work Begins, of the Master Agreement for each Temporary Personnel assigned to the Work Order, no later than the date indicated on the Work Order (Refer to Exhibit H – Sample Work Order of the Master Agreement).

4.0 CONTRACTOR'S RESPONSIBILITY

4.1 Temporary Personnel provided by Contractor shall be able and willing to work in a complex, fast paced, confidential, and high-pressured Work environment, including working around County inmates.

4.2 Temporary Personnel provided by Contractor shall be adults, eighteen (18) years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. Contractor's staff having direct contact with County (either by telephone, electronic or written correspondence, or in person) shall have the ability to fluently read, write, speak and understand English.

4.3 Temporary Personnel shall present a neat, businesslike appearance and behave in a professional manner.

4.4 Temporary Personnel shall be able to handle sensitive material and perform confidential duties in accordance with Exhibit A – Personnel Job Classifications, of this SOW.

4.5 Contractor shall be solely responsible for providing to its Temporary Personnel all legally required employee benefits and County shall not be called upon to assume any liability for direct payment of any salaries, wages, or other compensation to any employee provided by the Contractor. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the County Auditor-Controller in accordance with Exhibit G1 – Certification of Employee Status, of the Master Agreement.

4.6 **Training**

Contractor shall be responsible for providing training to Temporary Personnel assigned to perform services under this Master Agreement.

4.7 **Contractor's Office**

Contractor shall, at its sole cost and expense, have and maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Master Agreement. When the office is closed, an answering service shall be provided to receive calls. Contractor shall answer calls received by the answering service by no later than 12:00 noon the following business day.

5.0 HOURS/DAYS OF WORK

Accepted Temporary Personnel shall be assigned to work at various bureaus and facilities throughout Los Angeles County as described in Exhibit B - Sheriff's Department Listing of Locations, and may be required to work alternative working hours. Working days/hours are generally between Monday through Friday, 6:00 a.m. until 5:00 p.m., excluding County recognized holidays. Working hours may vary, depending on the assigned work and work location. Under certain circumstances, Temporary Personnel may be required to work holidays and weekends.

6.0 SPECIFIC WORK REQUIREMENTS

6.1 Contractor shall provide the most qualified Temporary Personnel for each job classification based on education, work experience, certification/license, background, potential abilities, interpersonal skills, and aptitude.

6.2 Temporary Personnel shall be able to perform the duties of the job classification.

6.3 Contractor Project Manager shall monitor and supervise assigned Temporary Personnel's performance and delivery of the required services.

6.4 Contractor Project Manager shall follow-up with County Project Manager or designee to ensure the services rendered met the Work requirements.

6.5 Contractor shall provide written notification to County Project Manager or designee prior to any change of Contractor Project Manager, and shall comply with the requirements of the Master Agreement.

6.6 Contractor shall modify its invoice process, if necessary, to make it compatible to the Department's invoicing system as required of the Master Agreement.

6.7 Contractor is required to attend, at a minimum, yearly meetings, as scheduled. Failure to attend will cause an assessment of one hundred dollars ($100) per meeting.

7.0 TIMECARDS

7.1 Contractor's Temporary Personnel shall sign in-and-out daily on the Department Unit's Weekly Timecard (Timecard). Each week the Department's unit supervisor (Supervisor) will verify and sign the Timecard. The Supervisor shall forward the unit's Timecard to County Project Manager or designee weekly. The weekly Timecard period shall commence Sunday through Saturday.

7.2 All Timecards must list the following information:

- Temporary Personnel's last and first name
- Date of each work day within the week
- Start and end time of hours worked
- Total number of hours worked for each day
- Supervisor's signature, validating accuracy of hours worked.

7.3 Contractor shall maintain a weekly time log for Temporary Personnel assigned to provide services in accordance with Sub-paragraph 8.37 – Record Retention and Inspection/Audit Settlement, of the Master Agreement.

7.4 County Project Manager or designee will compare the Timecard and the Contractor's weekly time log for discrepancies. Contractor will not be paid for any work where the Timecard is not signed by the Supervisor.

8.0 CONTRACT DISCREPANCY REPORT

8.1 County will notify Contractor in writing of any contract discrepancy as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by County and Contractor.

8.2 County Project Manager will determine whether a formal Contract Discrepancy Report – Exhibit F, of the Master Agreement, shall be issued. Upon receipt of this document, Contractor is required to respond in writing to County Project Manager within five (5) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to County Project Manager within ten (10) Business Days.

EXHIBIT A - PERSONNEL JOB CLASSIFICATIONS

Personnel Job Classifications include name of job, duties, minimum requirements, and Hourly Billable Rate.

The Hourly Billable Rates shall remain firm and fixed for the duration of the term of the Master Agreement, unless formally amended, at the Department's sole discretion.

JOB CLASSIFICATION	DUTIES & MINIMUM REQUIREMENTS	HOURLY BILLABLE RATE
Administrative Assistant/ Human Resources	**Duties** - Assist in performing job analysis to support the development of selection system materials. Assist in the development, administration, and/or scoring of exams. Assist in performing statistical analysis of data resulting from job analysis surveys, test administration, interviews, etc. Assist in the development of training materials such as interviewer rater training. General office duties as required. Assist with various projects (e.g. process, redesign, or reengineering). Drive a Los Angeles County (County) vehicle or personal vehicle to any Sheriff's Department (Department) facility located throughout the County to perform job-related functions. **Minimum Qualifications** - BA/BS degree with graduate coursework in Statistics, Human Resources, Selection and Psychometrics. Currently enrolled in graduate school for Industrial/Organizational (I/O) Psychology or recent graduate. A valid California Class C Driver's License. Successfully pass a Departmental security/background check.	**$ 35.00 / Hour**

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JOB CLASSIFICATION	DUTIES & MINIMUM REQUIREMENTS	HOURLY BILLABLE RATE
Civilian Investigator	**Duties** – Conducts the initial interviews and screening of applicants. Questions applicants regarding facts and incidents in their history and reviews documentation. Contacts current and former employers, neighbors, family members, spouses and references to interview them. Reviews case file documentation in detail. May recommend discontinuance of background investigation and resolves any discrepancies in the information collected. **Minimum Qualifications** – Completion of 60 semester or 90 quarter units from an accredited college, including at least 15 semester or 23 quarter units in Criminal Justice, Police Science, or related field –AND- One year of field investigative work involving public contact for a police or criminal investigation agency. Experience as a field investigator may be substituted for the required education on a year-to-year basis to a maximum substitution of two years' experience. A valid California Class C Driver's License.	**$40.00 / Hour**

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JOB CLASSIFICATION	DUTIES & MINIMUM REQUIREMENTS	HOURLY BILLABLE RATE
Clerk	**Duties** - Performs specialized clerical work. Checks documents for completeness, accuracy, and compliance with legal and other requirements. Acts as special receptionist or counter clerk. **Minimum Qualifications** - One (1) year office clerical experience and computer knowledge. A valid California Class C Driver's License. Successfully pass a Departmental security/background check.	**$ 24.00 / Hour**
Dietitian (medical job classification)	**Duties -** Plans and provides nutritional care to patients by interpreting and adapting physician prescribed diets to individual needs and preferences and counsels patients about their food requirements, eating habits and the essentials of nutrition and motivates patients to maintain their diets. Calculates quantity of each food serving necessary to provide a nutritionally balanced diet compatible with physician's diagnosis. **Minimum Qualifications** - Certified as a Registered Dietitian by the American Dietetic Association. A valid California Class C Driver's License. Successfully pass a Departmental security/background check.	**$ 36.00 / Hour**

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JOB CLASSIFICATION	DUTIES & MINIMUM REQUIREMENTS	HOURLY BILLABLE RATE
General Maintenance Worker	**Duties** – Performs a wide variety of general maintenance and repair work including: **Carpentry:** Assembles and installs shelves, cabinets, and chair rails; hangs pictures and bulletin boards; repairs scratches and scuffs on furniture and woodwork; repairs poorly fitting doors, windows, or drawers; repairs wood flooring. **Electrical:** Replaces broken or defective light switches, sockets, outlets, bulbs, fixtures, fluorescent tubes, and starters. **Masonry:** Patches broken asphalt and concrete, and plaster surfaces; replaces loose bricks or ceramic tile. **Painting:** Paints shelves, cabinets, and furniture; does touch-up painting on interior and exterior surfaces; paints parking lot stripes and parking bumpers; paints motors and other mechanical equipment. **Plumbing:** Replaces or repairs defective flush valves, faucet and toilet washers and packing; stops leaks in joints by tightening; replaces short lengths of pipe; cleans clogged pipe lines using a snake, closet auger, force cup, or chemicals.	**$ 26.00 / Hour**

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JOB CLASSIFICATION	DUTIES & MINIMUM REQUIREMENTS	HOURLY BILLABLE RATE
General Maintenance Worker (Continued)	**Mechanical:** Replaces or adjusts drive belts; maintains and adjusts motors, pumps, and compressors; lubricates and checks heating, cooling, or ventilating systems for proper operation. **Miscellaneous:** Replaces glass in windows, doors, and partitions; performs minor sheet metal work; maintains parking lots; makes minor roof repairs; operates and maintains furnaces and low pressure boilers. Inspects buildings to ensure safety and to determine the need for repair or maintenance. Operates power tools. May maintain and repair various types of equipment and tools. May assist journey-level trade positions performing installation work or repairs that are more difficult. May drive automotive equipment in performance of duties. **Minimum Qualifications -** Two years' experience in general building maintenance and repair involving a variety of minor carpentry, electrical, masonry, painting, and plumbing work. A valid California Class C Driver's License. Successfully pass a Departmental security/background check.	(Continued)

EXHIBIT A - PERSONNEL JOB CLASSIFICATIONS

Personnel Job Classifications include name of job, duties, minimum requirements, and Hourly Billable Rate.

The Hourly Billable Rates shall remain firm and fixed for the duration of the term of the Master Agreement, unless formally amended, at the Department's sole discretion.

JOB CLASSIFICATION	DUTIES & MINIMUM REQUIREMENTS	HOURLY BILLABLE RATE
Health Information Associate	**Duties** - Code and audit patient medical records in accordance with established numerical coding systems and special hospital codes. Checks patient's medical files for completeness, consistency, and compliance with hospital regulations, assuring that all relevant medical records are included in each patient's file. Reviews narrative records of patient treatments and surgical procedures to determine what information is appropriate for coding purposes and prepares case abstracts. **Minimum Qualifications** - Certification as a Certified Coding Associate (CCA) or a Certified Coding Specialist-Physician by the American Health Information Management Association. A valid California Class C Driver's License. Successfully pass a Departmental security/background check.	**$ 33.00 / Hour**

EXHIBIT A - PERSONNEL JOB CLASSIFICATIONS

Personnel Job Classifications include name of job, duties, minimum requirements, and Hourly Billable Rate.

The Hourly Billable Rates shall remain firm and fixed for the duration of the term of the Master Agreement, unless formally amended, at the Department's sole discretion.

JOB CLASSIFICATION	DUTIES & MINIMUM REQUIREMENTS	HOURLY BILLABLE RATE
Information Technology Aide	**Duties** - Provides support to professional information technology staff by performing routine systems testing, including validating user manuals, procedures and other instructional materials. Collects, documents, maintains and distributes departmental information technology materials. Provides support by documenting, and tracking user problem calls. Responds to routine information technology related problems, such as issuing or resetting customer passwords. Gathers and retains systems documentation, including flow diagrams, screen and report samples, error messages, and processing instructions. Extracts and summarizes report data; compiles statistics and prepares reports for staff analysis; prepares charts, graphs and forms as assigned. May assist in the installation, configuration, maintenance, and troubleshooting of information technology devices. **Minimum Qualifications** - Two (2) years highly specialized or supervisory clerical experience involved with information technology including the use or installation of desktop software. -OR- Two (2) years of responsible secretarial experience in an information systems environment. A valid California Class C Driver's License. Successfully pass a Departmental security/background check.	**$ 27.00 / Hour**

EXHIBIT A - PERSONNEL JOB CLASSIFICATIONS

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The Hourly Billable Rates shall remain firm and fixed for the duration of the term of the Master Agreement, unless formally amended, at the Department's sole discretion.

JOB CLASSIFICATION	DUTIES & MINIMUM REQUIREMENTS	HOURLY BILLABLE RATE
Information Technology Technical Support Analyst I	**Duties** - Installs, configures, maintains and tests computer hardware, software and peripheral equipment following established procedures. Troubleshoots, diagnoses and resolves routine hardware, software and network connectivity problems. Identifies trends in the reported problem calls and recommends improvements. Participates in hardware and software installation and upgrade projects. Assists in defining and recommending appropriate hardware and software configurations and standards to meet customer needs. Configures basic software distribution tools. May provide application support to customers. **Minimum Qualifications** - One (1) year of experience installing, configuring, testing, troubleshooting, and repairing client computing devices or software, in a centralized Information Technology Organization. A valid California Class C Driver's License. Successfully pass a Departmental security/background check.	**$ 37.00 / Hour**

EXHIBIT A - PERSONNEL JOB CLASSIFICATIONS

Personnel Job Classifications include name of job, duties, minimum requirements, and Hourly Billable Rate.

The Hourly Billable Rates shall remain firm and fixed for the duration of the term of the Master Agreement, unless formally amended, at the Department's sole discretion.

JOB CLASSIFICATION	DUTIES & MINIMUM REQUIREMENTS	HOURLY BILLABLE RATE
Information Technology Technical Support Analyst II	**Duties -** Installs, configures, maintains and tests computer hardware, software and peripheral equipment. Acts as a technical resource to end users and other information technology staff, troubleshoots, diagnoses, and resolves moderately complex hardware, software and network connectivity problems, including problems not covered by established procedures. Analyzes and makes recommendations regarding user support needs. Reviews, tests and finalizes user instructions and procedures; conducts formal and informal end user training and may develop technical orientation and training materials as necessary. Leads small hardware and software installation, upgrade projects, and participates in large and/or complex projects with general direction. Develops specifications to purchase new hardware, software and other peripheral devices based upon established departmental standards. Configures software distribution tools. May act in a lead capacity to other technical staff. **Minimum Qualifications -** Two (2) year of experience installing, configuring, testing, troubleshooting, and repairing client computing devices or software, in a centralized Information Technology Organization. A valid California Class C Driver's License. Successfully pass a Departmental security/background check.	**$41.00 / Hour**

EXHIBIT A - PERSONNEL JOB CLASSIFICATIONS

Personnel Job Classifications include name of job, duties, minimum requirements, and Hourly Billable Rate.

The Hourly Billable Rates shall remain firm and fixed for the duration of the term of the Master Agreement, unless formally amended, at the Department's sole discretion.

JOB CLASSIFICATION	DUTIES & MINIMUM REQUIREMENTS	HOURLY BILLABLE RATE
Network Systems Administrator I	**Duties -** Participates in network and server system administration and support functions, including applying patches, installing, repairing, maintaining, and upgrading hardware and operating systems. Creates and manages user accounts and user roles or groups; assigns privileges, passwords and administers the network security system. Establishes network connectivity to new nodes. Provides assistance to network users in resolving routine network problems. Monitors network security following established procedures. Performs network backup and restore operations following established procedures. Configures network devices as directed. Participates with other team members on large hardware and software migration and conversion projects; assists in installing multi-platform interfaces. Monitors network performance and reports problems according to established procedures. Assists in the development and maintenance of network documentation, logs, and files. Assists in allocating server resources and installing new servers. Assists in the Virtual Local Area Network (VLAN) configuration process required to support the installation and maintenance of services over Internet Protocol (IP), such as audio, video and data. May assist in the design and maintenance of network architecture, including hubs, routers, and physical network. **Minimum Qualifications -** Bachelor's Degree in Computer Science, Information Systems, or a closely related field from an accredited college or university and one (1) year within the last two (2) years of full-time, paid experience in Local Area Network (LAN) design, configuration or administration. –OR-	**$ 43.00 / Hour**

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JOB CLASSIFICATION	DUTIES & MINIMUM REQUIREMENTS	HOURLY BILLABLE RATE
Network Systems Administrator I (Continued)	Two (2) years within the last three (3) years of full-time, paid experience in LAN design, configuration or administration. A valid California Class C Driver's License. Successfully pass a Departmental security/background check.	(Continued)

EXHIBIT A - PERSONNEL JOB CLASSIFICATIONS

Personnel Job Classifications include name of job, duties, minimum requirements, and Hourly Billable Rate.

The Hourly Billable Rates shall remain firm and fixed for the duration of the term of the Master Agreement, unless formally amended, at the Department's sole discretion.

JOB CLASSIFICATION	DUTIES & MINIMUM REQUIREMENTS	HOURLY BILLABLE RATE
Nurse Practitioner (medical job classification)	**Duties** - Performs medical monitoring of high-risk employees in safety-sensitive positions, such as Deputy Sheriffs with conditions such as diabetes, epilepsy, sleep apnea, or who may be hearing impaired, in order to mitigate their risk of injury to self and others. This requires analyzing and interpreting clinical data, and consulting with both private medical providers and in-house physicians. Ensures contract compliance by contract clinics by performing training of nursing staff and medical technicians in specialized occupational health clinical test procedures such as audiology, spirometry, urine drug collection, body fat testing, and vision testing. Reviews medical charts from contract physicians for quality assurance; performs audits of staff credentials, equipment maintenance and calibration records for compliance with contract minimum requirements and standards of care in clinical testing. Compiles and analyzes quality assurance data on contract clinics. Performs pre-placement histories and physical examinations, and utilizes good clinical judgment, knowledge of occupational medicine, and consultation with staff physicians to make work fitness determinations. Provides consultation to departments using extensive knowledge and experience in Occupational Medicine to assist with development and implementation of Cal/OSHA Airborne Transmissible Disease plans, development of departmental vaccination programs, investigation of workplace lead exposures, and other occupational health issues. Serves as liaison to occupational health nursing staff in other County departments, and other public agencies and entities to maintain updated Clinical Testing Protocols and medical standards	**$71.00/ Hour**

EXHIBIT A - PERSONNEL JOB CLASSIFICATIONS

Personnel Job Classifications include name of job, duties, minimum requirements, and Hourly Billable Rate.

The Hourly Billable Rates shall remain firm and fixed for the duration of the term of the Master Agreement, unless formally amended, at the Department's sole discretion.

JOB CLASSIFICATION	DUTIES & MINIMUM REQUIREMENTS	HOURLY BILLABLE RATE
Nurse Practitioner (continued)	based on best standard clinical testing practice, literature research and review of national consensus guidelines. **Minimum Qualifications** - A license to practice as a Registered Nurse and a certificate to practice as a Nurse Practitioner issued by the California Board of Registered Nursing. Four (4) years within the last five (5) years of clinical nursing experience, which must have been in occupational health. A valid California Class C Driver's License. Successfully pass a Departmental security/background check.	(Continued)

EXHIBIT A - PERSONNEL JOB CLASSIFICATIONS

Personnel Job Classifications include name of job, duties, minimum requirements, and Hourly Billable Rate.

The Hourly Billable Rates shall remain firm and fixed for the duration of the term of the Master Agreement, unless formally amended, at the Department's sole discretion.

JOB CLASSIFICATION	DUTIES & MINIMUM REQUIREMENTS	HOURLY BILLABLE RATE
Pharmacy Technician	**Duties** – Assists the pharmacist in dispensing medications by removing drug or drugs from stock; counting, pouring, or mixing pharmaceuticals; placing the product into a container; and affixing the label(s) to the container. Processes incoming prescriptions and physician drug orders; reads prescriber's medication chart orders; selects the medication(s); places the medication in appropriate patient medication drawer; and presents completed medication order to the Pharmacist for review. Deciphers the prescription or physician drug orders to determine the drug's name, strength, dosage form, quantity, and/or other special instructions written by the provider. Prepares and mixes various chemotherapeutic agents and related drugs following proper aseptic techniques and procedures. Delivers filled medication orders to the wards as directed; exchanges medication drawer/bins; requisitions and shelves replenishment stock and checks for outdated, deteriorated or contaminated drugs, overstock, and proper storage of pharmaceutical products requiring frequent bending, lifting, reaching, and carrying/moving drugs, such as intravenous solutions and medication cassettes weighing up to 35 pounds. Uses a computer to receive pharmaceutical orders electronically; to verify orders received, and to complete transactions and receive data.	**$24.00 / Hour**

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JOB CLASSIFICATION	DUTIES & MINIMUM REQUIREMENTS	HOURLY BILLABLE RATE
Pharmacy Technician (continued)	**Minimum Qualifications** – Current Certification by the Pharmacy Technician Certification Board (PTCB) and a valid license to practice as a certified Pharmacy Technician by the California State Board of Pharmacy. A valid California Class C Driver's License or the ability to utilize an alternative method of transportation when needed to carry out a job-related essential function. Successfully pass a Departmental security/background check.	(Continued)

EXHIBIT A - PERSONNEL JOB CLASSIFICATIONS

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JOB CLASSIFICATION	DUTIES & MINIMUM REQUIREMENTS	HOURLY BILLABLE RATE
Pharmacist	**Duties** - Provide expert information to physicians, patients, and others regarding drugs and other pharmaceuticals. Replenishment of drugs, with support and maintenance of pharmacy automation to ensure proper functioning and operation. Screens prescription and medication orders for completeness, proper authorization, dosage and quantity, therapeutic compatibility, drug interactions, and allergies. Clarifies possible problems with appropriate medical staff. Supervises the operation of drug distribution systems including the maintenance of appropriate controls. Notes and reports quality deficiencies of drug products; ensures that pharmaceuticals are properly ordered, stored, and protected from deterioration. Provides technical supervision to nonprofessional and support personnel in the performance of a variety of pharmacy duties. **Minimum Qualifications** - A current license to practice as a Registered Pharmacist issued by the California State Board of Pharmacy. A valid California Class C Driver's License. Successfully pass a Departmental security/background check.	**$ 83.00 / Hour**

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JOB CLASSIFICATION	DUTIES & MINIMUM REQUIREMENTS	HOURLY BILLABLE RATE
Senior Information Technology Aide	**Duties** - Provides support to systems customers and/or to departmental staff for a variety of information technology related issues including the identifying, tracking, documenting, researching, and resolving of basic problem calls. Serves as a liaison between field staff and centralized IT staff by answering questions, providing instructions and furnishing written materials, forms, and policies and procedures related to departmental and County IT systems. Responds to reported desktop related connectivity problems such as issuing or resetting customer passwords. Instructs systems customers on navigation and utilization of on-line computer related programs and procedures. Supports IT professionals by performing routine systems testing, including validating user manuals, procedures, and other instructional materials. Following established procedures, conducts acceptance testing on software tools. Assists in documenting Help Desk calls that require higher-level research and investigation. Extracts and summarizes report data; compiles statistics, analyzes data, and prepares reports for management. May coordinate IT training scheduling for departmental staff. May assist in IT technical training of departmental users. May act as lead to Information Technology Aides and other clerical personnel. May assist in the installation, configuration, maintenance and troubleshooting of information technology devices including personal computers, video display terminals, printers, cabling and other hardware.	**$ 31.00 / Hour**

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JOB CLASSIFICATION	DUTIES & MINIMUM REQUIREMENTS	HOURLY BILLABLE RATE
Senior Information Technology Aide (continued)	**Minimum Qualifications** - One (1) year of experience providing assistance to professional information technology staff and providing routine customer related information systems related tasks. A valid California Class C Driver's License. Successfully pass a Departmental security/background check.	(Continued)

EXHIBIT A - PERSONNEL JOB CLASSIFICATIONS

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JOB CLASSIFICATION	DUTIES & MINIMUM REQUIREMENTS	HOURLY BILLABLE RATE
Video Production Equipment Operator	**Duties** - Sets up and adjusts video production equipment, and performs minor maintenance by using test instruments, diagnostic routines, and electronics tools to prepare equipment for immediate use in the studio and at field locations. Operates audio mixer, video camera, electronic machine, audio graphics machine, audio recorder, video recorder, and duplication rack as required by the directors to provide special effects, sound, and pictures of highly technical quality. Arranges for special effects by adjusting and operating equipment to produce the desired effects. Determines the number, types and locations for the placement, assists in setting up, and operates lighting and sound equipment such as microphones, speakers, flood lamps, spotlights, and reflectors. **Minimum Qualifications** - One year's experience in the operation of broadcast quality video production equipment. A valid California Class C Driver's License. Successfully pass a Departmental security/background check.	**$ 42.00 / Hour**

Attachment 1 – Statement of Work
Exhibit B – Sheriff's Department Listing of Locations

STATION LOCATIONS

Altadena Station (ALD)
780 E. Altadena Dr.
Altadena, CA 91001
(626) 798-1131
(626) 798-5244 Fax

Avalon Station (AVA)
215 Sumner Ave.
P.O. Box 1551
Avalon, CA 90704
(310) 510-1962
(310) 510-2994 Fax

Carson Station (CAS)
21356 S. Avalon Blvd
Carson, CA 90745
(310) 830-1123
(310) 522-0118 Fax

Century Station (CEN)
11703 S. Alameda St.
Lynwood, CA 90262
(323) 567-8121
(323) 357-5083 Fax

Cerritos Station
18135 Bloomfield Ave.
Cerritos, CA 90703
(562) 860-0044
(562) 916-1379 Fax

Compton Station (CPT)
301 S. Willowbrook Ave.
Compton, CA 90220
(310) 605-6500
(310) 76-9318 Fax

Crescenta Valley Station (CVS)
4554 N. Briggs Ave.
La Crescenta, CA 91214
(818) 248-3464
(818) 249-2791fax

East Los Angeles Station (ELA)
5019 E. 3rd St.
Los Angeles, CA 90022
(323) 264-4151
(323) 267-6379 fax

Industry Station (IDT)
150 N. Hudson Ave.
City of Industry, CA 91744
(626) 330-3322 or
(909) 595-3649
(626) 333-9154 Fax

Lakewood Station (LKD)
5130 N. Clark Ave.
Lakewood, CA 90712
(562) 623-3500
(562) 925-3865 Fax

Lancaster Station (LCS)
501 W. Lancaster Blvd
Lancaster, CA 93534
(661) 948-8466
(661) 723-2438 Fax

South Los Angeles Station
1310 W. Imperial Highway
Los Angeles, CA 90044
(323) 820-6700
(323) 779-7911 Fax

Lomita Station (LMT)
26123 S. Narbonne Ave.
Lomita, CA 90717
(310) 539-1661
(310) 534-0318 Fax

Malibu-Lost Hills Station (LHS)
27050 Agoura Rd
Calabasas, CA 91301
(818) 878-1808
(818) 880-5209 Fax

Marina del Rey Station (MDR)
13851 Fiji Way
Marina del Rey, CA 90292
(310) 823-7762
(310) 574-3296 Fax

Norwalk Station (NWK)
12335 Civic Center Dr.
Norwalk, CA 90650
(562) 863-8711
(562) 864-1817 Fax

Palmdale Station (PLM)
750 East Avenue Q
Palmdale, CA 93550
(661) 272-2400
(661) 272-0919 Fax

Pico Rivera Station (PRV)
6631 S. Passons Blvd
Pico Rivera, CA 90660
(562) 949-2421
(562) 949-5957 Fax

San Dimas Station (SDM)
270 South Walnut Avenue
San Dimas, CA 91773
(909) 450-2700
(909) 599-7312 Fax

Santa Clarita Valley Station (SCT)
23740 W. Magic Mountain Parkway
Valencia, CA 91355
(661) 255-1121
(661) 287-3641 Fax

Temple Station (TEM)
8838 E. Las Tunas Dr.
Temple City, CA 91780
(626) 285-7171
(626) 286-4342 Fax

Walnut/Diamond Bar Station (WAL)
21695 E. Valley Blvd
Walnut, CA 91789
(626) 913-1715 or
(909) 595-2264
(909) 594-3169 Fax

West Hollywood Station (WHD)
780 N. San Vicente Blvd
West Hollywood, CA 90069
(310) 855-8850
(310) 659-4589 Fax

Attachment 1 – Statement of Work
Exhibit B – Sheriff's Department Listing of Locations

CORRECTIONAL/CUSTODY LOCATIONS

Correctional Services Division HQ
Twin Towers Correctional Facility
450 Bauchet St
Los Angeles, CA 90012
(213) 893-5017

Food Services
450 Bauchet St.
Los Angeles, CA 90012
(213) 893-5109

Offender Services Bureau
450 Bauchet St.
Los Angeles, CA 90012
(213) 893-5882

Medical Services Bureau
450 Bauchet St.
Los Angeles, CA 90012
(213) 893-5460

Inmate Reception Center
450 Bauchet St.
Los Angeles, CA 90012
(213) 893-5165

Transportation Bureau
441 Bauchet St.
Los Angeles, CA 90012
(213) 974-4561

Custody Operations Division HQ
450 Bauchet St.
Los Angeles, CA 90012
(213) 893-5030

Men's Central Jail
441 Bauchet St.
Los Angeles, CA 90012
(213) 974-4911

Pitchess Detention Center
East Facility
29310 The Old Road
Castaic, CA 91384-2905
(661) 257-8812

Pitchess Detention Center
North Facility
29320 The Old Road
Castaic, CA 91384-2905
(661) 295-8092

Mira Loma Detention Center
45100 60th St. W.
Lancaster, CA 93536
(661) 949-3801

North County Correctional Facility
29340 The Old Road
Castaic, CA 91384-2905
(661) 295-7969

Century Regional Detention Facility
11705 S. Alameda Street
Lynwood, CA 90262
(323) 357-5131

Pitchess Detention Center,
South Facility
29330 The Old Road
Castaic, CA 91384-2905
(661) 257-8822

Attachment 1 – Statement of Work
Exhibit B – Sheriff's Department Listing of Locations

COURT SERVICES LOCATIONS

Court Services Division
Headquarters
Hall of Justice
211 West Temple Street, 7th Floor
Los Angeles, CA 90012
(213) 229-2176

Judicial Services
Court Services Division
Hall of Justice
211 West Temple Street, 7th Floor
Los Angeles, CA 90012
(213) 229-2176

Court Services Central Bureau
Stanley Mosk Courthouse
111 N. Hill St., Room 525
Los Angeles, CA 90012
(213) 974-6371

Central Process
110 N. Grand Ave, Room 525
Los Angeles, CA 90012
(213) 974-6613

Civil Court West
600 S. Commonwealth Ave
Los Angeles, CA 90005
(213) 351-8540

Stanley Mosk County Courthouse
111 N. Hill St., Room 628B
Los Angeles, CA 90012
(213) 974-4809

Hollywood Court
5925 Hollywood Blvd
Los Angeles, CA 90028
(323) 856-5731

Metropolitan Court
1945 S. Hill St.
Los Angeles, CA 90007
(213) 744-4101

Central Arraignment Court
429 Bauchet St.
Los Angeles, CA 90012
(213) 974-6281

Clara Shortridge Foltz Criminal Court
210 W. Temple St.
Los Angeles, CA 90012
(213) 974-4851

Court Services East Bureau
Downey Municipal Court
7500 E. Imperial Hwy
Downey, CA 90242
(562) 803-7158

Compton Court
200 W. Compton Blvd
Compton, CA 90220
(310) 603-7422

Kenyon Juvenile Justice Center
7625 S. Central
Los Angeles, CA 90001
(323) 586-6056

Bellflower Court
10025 E. Flower St.
Bellflower, CA 90706
(562) 804-8055

Downey Court
7500 E. Imperial Hwy
Downey, CA 90241
(562) 803-7149

East Los Angeles Court
4848 East Civic Center Way
East Los Angeles, CA 90022
(323) 780-2026

Huntington Park Court
6548 Miles Ave.
Huntington Park, CA 90255
(323) 586-6344

Los Padrinos Juvenile Court
7281 E. Quill Dr.
Downey, CA 90242
(562) 940-8861

Norwalk Court
12720 Norwalk Blvd
Norwalk, CA 90650
(562) 807-7283

Whittier Court
7339 S. Painter Ave.
Whittier, CA 90602
(562) 907-3171

Burbank Court
300 E. Olive St.
Burbank, CA 91502
(818) 557-3490

Eastlake Juvenile Court
1601 Eastlake Ave.
Los Angeles, CA 90031
(323) 226-8590

Edelman Children's Court
201 Centre Plaza Dr.
Monterey Park, CA 91754
(323) 526-6030

Glendale Court
600 E. Broadway
Glendale, CA 91205
(818) 500-3570

Mental Health Dept. 95
1150 N. San Fernando Rd
Los Angeles, CA 90065
(323) 226-2926

Pasadena Court
300 E. Walnut St.
Pasadena, CA 91101
(626) 356-5555

Alhambra Court
150 W. Commonwealth Ave.
Alhambra, CA 91801
(626) 308-5222

El Monte Court
11234 E. Valley Blvd
El Monte, CA 91731
(626) 575-4180

Pomona North Court
350 W. Mission Blvd
Pomona, CA 91766
(909) 620-3230

Pomona South Court
400 Civic Center Plaza
Pomona, CA 91766
(909) 620-3266

West Covina Court
1427 W. Covina Parkway
West Covina, CA 91790
(626) 813-3255

COURTS (CONT.)

Court Services West Bureau
Chatsworth Court
9425 Penfield Avenue, Room 1112
Chatsworth, CA 91311
(818) 576-8857

Culver City Court
4130 Overland Ave.
Culver City, CA 90230
(310) 202-3120

Inglewood Court
1 Regent St.
Inglewood, CA 90301
(310) 419-5625

Inglewood Juvenile Court
110 Regent St.
Inglewood, CA 90301
(310) 419-5277

Los Angeles Airport Court
11701 S. La Cienega Blvd, Room 218
Los Angeles, CA 90045
(310) 727-6181

Redondo Beach Court
117 W. Torrance Blvd
Redondo Beach, CA 90277
(310) 798-6896

Torrance Court
825 Maple Ave.
Torrance, CA 90503
(310) 222-3345

Beverly Hills Court
9355 Burton Way
Beverly Hills, CA 90210
(310) 288-1282

West Los Angeles Court
1633 Purdue Ave.
Los Angeles, CA 90025
(310) 312-6509

Malibu Court
23525 Civic Center Way
Malibu, CA 90265
(310) 317-1322

Santa Monica Court
1725 Main St.
Santa Monica, CA 90401
(310) 260-3816

Van Nuys - West Wing
14400 Erwin St. Mall
Van Nuys, CA 91401
(818) 374-2511

Van Nuys - East Wing
6230 Sylmar Ave.
Van Nuys, CA 91401
(818) 374-2121

Avalon (Catalina) Court
215 Sumner Ave.
Avalon, CA 90704
(310) 510-0026

Long Beach Court
415 W. Ocean Blvd #407
Long Beach, CA 90802
(562) 590-3622

San Pedro Court
505 S. Centre St.
San Pedro, CA 90731
(310) 519-6026

Michael D. Antonovich Antelope Valley Court
42011 4th St. West
Lancaster, CA 93534
(661) 974-7800

Chatsworth Court
9425 Penfield Ave.
Chatsworth, CA 91311
(818) 576-8777

Lancaster Juvenile Court
1040 West Avenue J
Lancaster, CA 93534
(661) 945-6304

Santa Clarita Court
23747 W. Valencia Blvd
Valencia, CA 91355
(661) 253-7334

North Valley /San Fernando Court
900 Third St. #15
San Fernando, CA 91340
(818) 898-2436

Sylmar Juvenile Court
16350 Filbert St.
Sylmar, CA 91342
(818) 364-2101

Attachment 1 – Statement of Work
Exhibit B – Sheriff's Department Listing of Locations

MISCELLANEOUS

Administrative Services Division
Hall of Justice
211 West Temple Street, 6th Floor
Los Angeles, CA 90012
(213) 229-3307

Aero Bureau
3235 Lakewood Blvd
Long Beach, CA 90808
(562) 421-2701

Bureau of Compliance
Sheriff's Dept. Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(323) 526-5131

Commercial Crimes Bureau
STARS Center
11515 S. Colima Rd
Whittier, CA 90604
(562) 946-7201

Communications & Fleet Management Bureau
1277 N. Eastern Ave.
Los Angeles, CA 90063
(323) 267-2501

Community College Bureau
Los Angeles City College
855 N. Vermont Ave, Room AD-115
Los Angeles, CA 90029
(323) 669-7555

East Los Angeles College
1301 Avenida Cesar Chavez, Room B5-104
Monterey Park, CA 91754
(323) 265-8800

Harbor College
1111 Figueroa Pl
Wilmington, CA 90744
(310) 830-4030

Los Angeles City College
855 N. Vermont Ave, Room AD-115
Los Angeles, CA 90029
(323) 662-5276

Mission College
13356 Eldridge Ave,
Facilities Service Bldg
Sylmar, CA 91342
(818) 364-7843

Pierce College
6201 Winnetka Ave, Bldg 53
Woodland Hills, CA 91371
(818) 710-4311

Southwest College
1600 Imperial Hwy
(Cox Library Bldg)
Los Angeles, CA 90047
(323) 241-5311

Trade-Tech College
400 W. Washington Blvd, Room D-150
Los Angeles, CA 90015
(213)744-9415

Valley College
5800 Fulton Ave, Bungalow 59
Valley Glen, CA 91401
(818) 947-2911

West Los Angeles College
4800 Freshman Dr, Room A-9
Culver City, CA 90230
(310) 287-4314

Contract Law Enforcement Bureau
Hall of Justice
211 West Temple Street, 2nd Floor
Los Angeles, CA 90012
(213) 229-

Attachment 1 – Statement of Work
Exhibit B – Sheriff's Department Listing of Locations

DIVISION and BUREAU LOCATIONS

Custody Operations Division
Twin Towers Correctional Facility
450 Bauchet St.
Los Angeles, CA 90012
(213) 893-5001

Data Systems Bureau
12400 East Imperial Highway 4th Floor
Norwalk, CA 90650
(562) 465-7901

Detective Division
Hall of Justice
211 West Temple Street
Los Angeles, CA 90012
(213) 229-2258

Central Patrol Division
Hall of Justice
211 West Temple Street, 8th Floor
Los Angeles, CA 90012
(213) 229-3036

North Patrol Division
Hall of Justice
211 West Temple Street, 8th Floor
Los Angeles, CA 90012
(213) 229-3022

South Patrol Division
Hall of Justice
211 West Temple Street, 8th Floor
Los Angeles, CA 90012
(213) 229-3052

East Patrol Division
Hall of Justice
211 West Temple Street, 7th Floor
Los Angeles, CA 90012
(213) 229-2267

Fiscal Administration
Hall of Justice
211 West Temple Street, 6th Floor
Los Angeles, CA 90012
(213) 229-3382

Homicide Bureau
1 Cupania Circle
Monterey Park, CA 91755
(323) 890-5512

Emergency Operations Bureau
1275 N. Eastern Avenue
Los Angeles, CA 90063
(323) 980-2201

Employee Relations
Hall of Justice
211 West Temple Street
Los Angeles, CA 90012
(213) 229-1622

Employee Support Services Bureau
Sheriff's Dept. Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(213) 738-4500

Internal Affairs Bureau
4900 South Eastern Avenue #100
Commerce, CA 90040
(323) 890-5300

Internal Criminal Investigations Bur.
4900 South Eastern Avenue #101
Commerce, CA 90040
(323) 890-5451

Major Crimes Bureau
STARS Center
11515 S. Colima Rd
Whittier, CA 90604
(562) 946-7010

Central Property & Evidence
14205 Telegraph Rd.
Whittier, CA 90604
(562) 946-7218

Metrolink Bureau
(see Transit Services Bureau)

Narcotics Bureau
STARS Center
11515 S. Colima Road
Whittier, CA 90604
(562) 946-7101

Facilities Planning Bureau
Sherman Block Building
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(626) 300-3040

Facilities Services Bureau
Sherman Block Building
4700 Ramona Boulevard
Monterey Park, CA 91754-2169

Family Crimes Bureau
STARS Center
11515 S. Colima Rd
Whittier, CA 90604
(562) 946-7901

Operations Bureau
MCJ Trailer
441 Bauchet Street
Los Angeles, CA
(213) 974-4251

Personnel Administration
Hall of Justice
211 West Temple Street, 4th Floor
Los Angeles, CA 90012
(213) 229-3117

Professional Development Bureau
STARS Center
11515 S. Colima Road
Whittier, CA 90604
(562) 946-7899

Records & Identification Bureau
12400 East Imperial Highway, #120
Norwalk, CA 90650
(562) 465-7800

Attachment 1 – Statement of Work
Exhibit B – Sheriff's Department Listing of Locations

Reserve Forces Bureau
Sherman Block Building
4700 Ramona Boulevard, #106
Monterey Park, CA 91754-2169
(323) 526-5700

Risk Management Bureau
4900 South Eastern Avenue #100
Commerce, CA 90040
(323) 890-5381

Central Supply & Logistics Unit
14201 Telegraph Rd.
Whittier, CA 90604
(562) 946-7092

Operation Safe Streets Bureau
3010 E. Victoria St.
Rancho Dominguez, CA 90221
(310) 603-3100

Scientific Services Bureau
2020 W. Beverly Blvd
Los Angeles, CA 90057
(213) 989-5000

Sheriff's Headquarters Bureau
Hall of Justice
211 West Temple Street,
Los Angeles, CA 90012
(213) 229-1700

STAR Unit
STARS Center
11515 S. Colima Road
Whittier, CA 90604
(562) 946-7263

Taskforce for Regional Autotheft Prevention
9040 Telstar Avenue, #115
El Monte, CA 91731
(626) 572-5612

Technical Services Division
Sheriff's Dept. Headquarters
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
(562) 466-5268

Training Bureau
STARS Center
11515 S. Colima Rd
Whittier, CA 90604
(562) 946-7801

Transit Services Bureau
1 Gateway Plaza
Los Angeles, CA 90012
(323) 563-5000

APPENDIX A

RFSQ REQUIRED FORMS

TEMPORARY PERSONNEL SERVICES

APPENDIX A
REQUIRED FORMS
TABLE OF CONTENTS

EXHIBITS

1 VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

2 CERTIFICATION OF NO CONFLICT OF INTEREST

3 VENDOR'S EEO CERTIFICATION

4 REQUEST FOR PREFERENCE PROGRAM CONSIDERATION

5 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION.

6 PROSPECTIVE CONTRACTOR REFERENCES

7 PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

8 PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

9 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

10 COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

11 CHARITABLE CONTRIBUTIONS CERTIFICATION

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

13 VENDOR'S JOB CLASSIFICATIONS CHECKLIST

VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant in a Master Agreement.

1. Is your firm a corporation or limited liability company (LLC)? ☐ **Yes** ☐ **No**

   If yes, complete:

   Legal Name (found in Articles of Incorporation)_____

   State_____ Year Inc. _____

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

   _____

3. Is your firm doing business under one or more DBA's? ☐ **Yes** ☐ **No**

   If yes, complete:

Name	**County of Registration**	**Year became DBA**
_____	_____	_____
_____	_____	_____

4. Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ **Yes** ☐ **No**

   If yes, complete:

   Name of parent firm: _____

   State of incorporation or registration of parent firm: _____

5. Has your firm done business as other names within last five (5) years? ☐ **Yes** ☐ **No**

   If yes, complete:

   Name _____ Year of Name Change _____

   Name _____ Year of Name Change _____

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?

   ☐ **Yes** ☐ **No** If yes, provide information:

   _____

   _____

VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Vendor acknowledges and certifies that firm meets and will comply with the Vendor's Minimum Qualifications as stated in Section 1.4, of this Request for Statement of Qualifications, as listed below.

Check the appropriate boxes:

☐ **Yes** ☐ **No** **Sub-paragraph 1.4.1**

Vendor must have a minimum of five (5) years of experience providing placement of temporary personnel services for government agencies, where three (3) of the five (5) years of experience must have been with a law enforcement agency (ies), for which the same or similar Work to that described in Attachment 1 – SOW of this RFSQ was provided. Accumulated experience from one or more agencies is acceptable.

Vendor shall provide references that verify this Minimum Mandatory Qualification and include complete start dates, complete end dates, name of government agency, law enforcement agency and services provided.

☐ **Yes** ☐ **No** **Sub-paragraph 1.4.2**

Vendor must have a Project Manager with a minimum of five (5) years of experience providing placement of temporary personnel for government agencies, where three (3) of the five (5) years of experience must have been with a law enforcement agency (ies), for which the same or similar Work to that described in Attachment 1 – SOW of this RFSQ was provided.

Vendor shall provide references that verify this Minimum Mandatory Qualification and include complete start dates, complete end dates, name of government agency, law enforcement agency and services provided. In addition to reference(s), Vendor shall provide a resume as specified under Sub-paragraph 2.7.2, Section A of this RFSQ.

VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

I. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ❑ Sole Proprietorship ❑ Partnership ❑ Corporation ❑ Non-Profit ❑ Franchise
❑ Other (Specify) _____

Total Number of Employees (including owners):

Race/Ethnic Composition of Firm. Distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

II. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

III. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

Vendor further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

VENDOR NAME:	**COUNTY WEBVEN NUMBER:**
ADDRESS:	
PHONE NUMBER:	**E-MAIL:**
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	**CALIFORNIA BUSINESS LICENSE NUMBER:**
VENDOR OFFICIAL NAME AND TITLE (PRINT):	
SIGNATURE	**DATE**

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

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

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

_____

Vendor Name

_____

Vendor Official Title

_____

Official's Signature

VENDOR'S EEO CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

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

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

_____ _____
Signature Date

_____
Name and Title of Signer (please print)

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal/bid. Businesses may request consideration for one or more preference programs.

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL/BID BE CONSIDERED FOR THE PREFERENCE PROGRAM SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ **Request for Local Small Business Enterprise (LSBE) Program Preference**

- ☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: and
- ☐ Certified as a DVBE by the DCBA.

BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

☐ **A copy of the DCBA certification is attached.**

Name of Firm		County Webven No.	
Print Name:		Title:	
Signature:		Date:	
Reviewer's Signature	**Approved**	**Disapproved**	**Date**

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Vendor certifies that:

1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;

2) that all persons acting on behalf of the Vendor organization have and will comply with it during the proposal process; and

3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature:_____ Date:_____

PROSPECTIVE CONTRACTOR REFERENCES

Contractor's Name: _____

Vendor must provide three (3) references for which the same or similar Work to that described in Attachment 1 – Statement of Work, was provided.

1. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Email** address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Email address**
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Email address**
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: _____

List of all public entities contracts for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: _____

List all contracts that have been terminated within the past three (3) years with a reason for termination.

1. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	Reason for Termination:			
2. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	Reason for Termination:			
3. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	Reason for Termination:			
4. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	Reason for Termination:			
5. Name of Firm	**Address of Firm**	**Contact Person**	**Telephone #** ( )	**Fax #** ( )
Name or Contract No.	Reason for Termination:			

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Vendor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Vendor shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@DPSS.LACOUNTY.GOV

Vendors unable to meet this requirement shall not be considered for contract award.

Vendor shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Vendor has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) _____NO

B. Vendor is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Vendor is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Vendor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Vendor Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No.: _____ Fax No.: _____

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Vendors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Vendor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

  "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

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

Print Name:	Title:
Signature:	Date:

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____

Company Name

_____

Address

_____

Internal Revenue Service Employer Identification Number

_____

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

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

Check the Certification below that is applicable to your company.

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

OR

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

_____ _____

Signature Date

_____

Name and Title of Signer (please print)

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

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

The Proposer/Bidder/Contractor certifies that:

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

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

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

- OR -

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

_____

_____

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

Print Name:	Title:
Signature:	Date:

Date: _____

Los Angeles County Sheriff's Department

Vendor's Job Classification Checklist

Temporary Personnel Services

Vendor asserts that it meets the Minimum Mandatory Qualifications and can provide the required temporary personnel job classifications in accordance with Exhibit A - Personnel Job Classifications of the Master Agreement, in the following areas:

Please indicate by checking either "YES or NO" for each Classification below:

A. Personnel Job Classifications	YES	NO
1. Administrative Assistant / Human Resources		
2. Civilian Investigator		
3. Clerk		
4. Dietitian		
5. General Maintenance Worker		
6. Health Information Associate		
7. Information Technology Aide		
8. Information Technology Technical Support Analyst I		
9. Information Technology Technical Support Analyst II		
10. Network Systems Administrator I		
11. Nurse Practitioner		
12. Pharmacist		
13. Pharmacy Technican		
14. Senior Information Technology Aide		
15. Video Production Equipment Operator		

On behalf of _____ _____ (Vendor's name), I _____ (Name of Vendor's authorized representative), certify that the information contained in this Exhibit 13 - Vendor's Job Classification Checklist is true and correct. Vendor agrees to the Hourly Billable Rates in Exhibit A - Personnel Job Classifications of Attachment 1 - Statement of Work, for each of the classifications outlined above.

_____

Vendor's Representative Name (please print)

_____

Representative's Title

_____

Representative's Signature/Date

RFSQ TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Vendor Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantage for the following reason(s): *(check all that apply)*

☐ Application of **Minimum Requirements**

☐ Application of **Business Requirements**

☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

_____

_____

_____

Request submitted by:

_____ _____

(Name) *(Title)*

For County use only

Date Transmittal Received by County:_____ Date Solicitation Released:_____

Reviewed by:

Results of Review - Comments:

_____

_____

_____

Date Response sent to Vendor:_____

COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.

2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

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

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

http://doingbusiness.lacounty.gov/DebarmentList.htm

IRS NOTICE 1015

Latest version is available from IRS website at
http://www.irs.gov/pub/irs-pdf/n1015.pdf

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2013 are less than $51,567 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

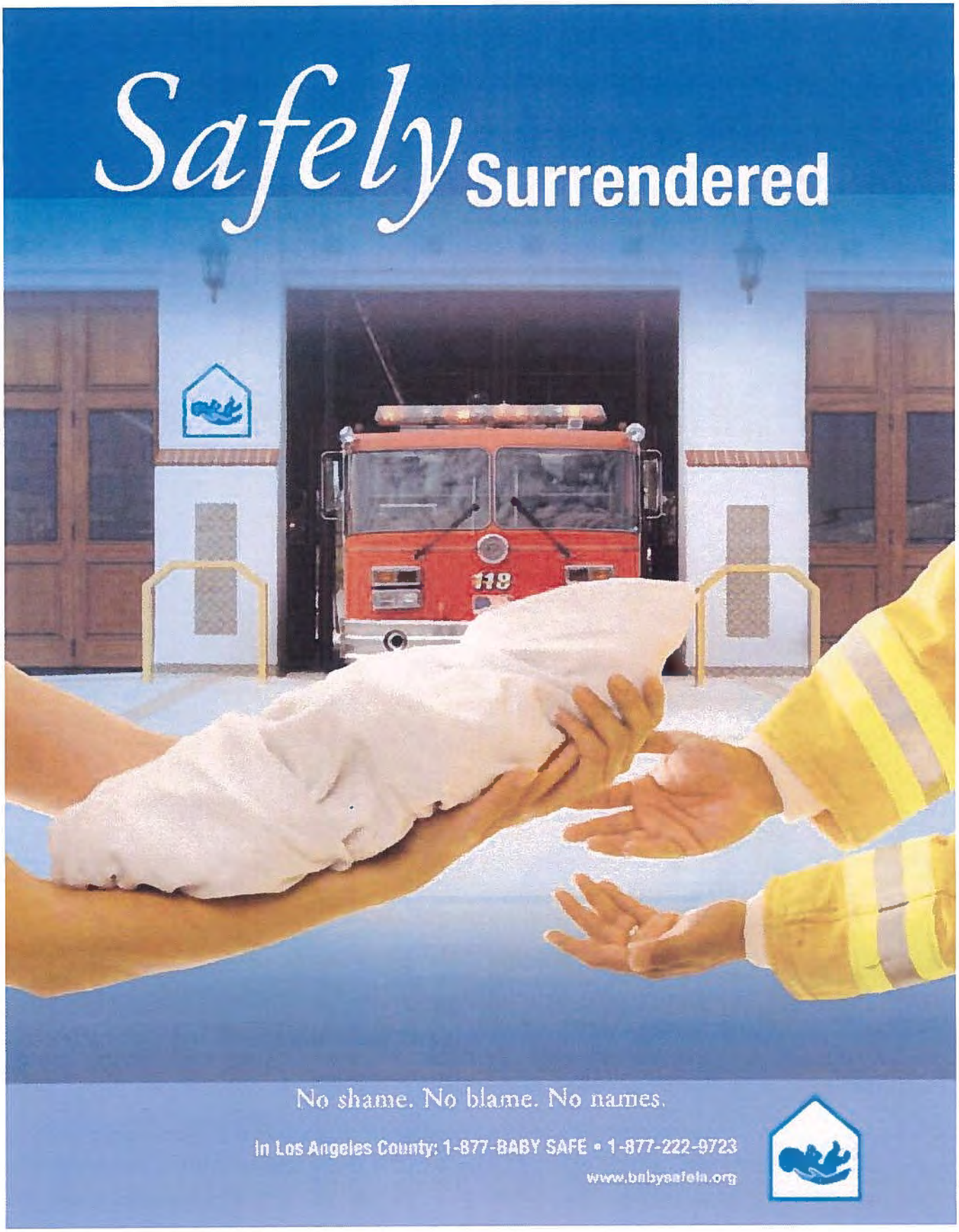
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2013 and owes no tax but is eligible for a credit of $800, he or she must file a 2013 tax return to get the $800 refund.

Notice 1015 (Rev. 12-2013)
Cat. No. 20599I

Cat. No. 20599I


Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

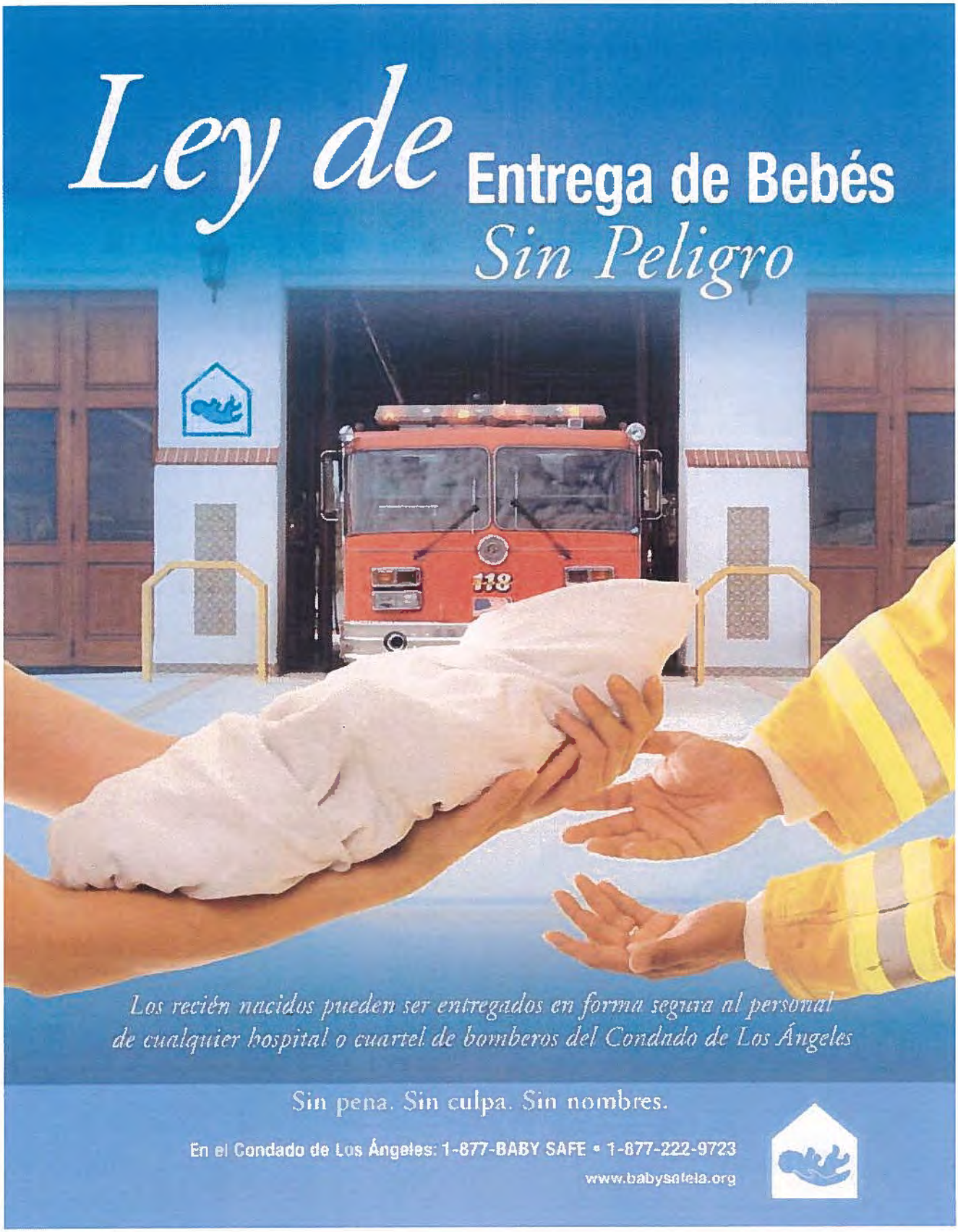
Why is California doing this?

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

A baby's story



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


Ley de Entrega de Bebés Sin Peligro
118
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé



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

APPENDIX H

MODEL MASTER AGREEMENT

MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

TEMPORARY PERSONNEL SERVICES

MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		**1**
1.0	**APPLICABLE DOCUMENTS**	**1**
2.0	**DEFINITIONS**	**3**
3.0	**WORK**	**5**
4.0	**TERM OF MASTER AGREEMENT**	**6**
5.0	**CONTRACT SUM**	**6**
6.0	**ADMINISTRATION OF MASTER AGREEMENT- COUNTY**	**9**
6.1	COUNTY'S PROJECT DIRECTOR	9
6.2	COUNTY'S PROJECT MANAGER	10
7.0	**ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR**	**10**
7.1	CONTRACTOR'S PROJECT MANAGER	10
7.2	CONTRACTOR'S AUTHORIZED OFFICIAL(S)	11
7.3	APPROVAL OF CONTRACTOR'S STAFF	11
7.4	CONTRACTOR'S STAFF IDENTIFICATION	11
7.5	BACKGROUND AND SECURITY INVESTIGATIONS	12
7.6	CONFIDENTIALITY	13
8.0	**STANDARD TERMS AND CONDITIONS**	**14**
8.1	CHANGE ORDERS AND AMENDMENTS	14
8.2	ASSIGNMENT AND DELEGATION	15
8.3	AUTHORIZATION WARRANTY	15
8.4	INTENTIONALLY OMITTED	15
8.5	COMPLIANCE WITH APPLICABLE LAW	16
8.6	COMPLIANCE WITH CIVIL RIGHTS LAWS	16
8.7	COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM	17
8.8	CONFLICT OF INTEREST	18
8.9	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF or RE-EMPLOYMENT LIST	19
8.10	CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS	19
8.11	CONTRACTOR RESPONSIBILITY AND DEBARMENT	19
8.12	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	22
8.13	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	22
8.14	COUNTY'S QUALITY ASSURANCE PLAN	23
8.15	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	23

MODEL MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.16	EMPLOYMENT ELIGIBILITY VERIFICATION	23
8.17	FACSIMILE REPRESENTATIONS	24
8.18	FAIR LABOR STANDARDS	24
8.19	FORCE MAJEURE	25
8.20	GOVERNING LAW, JURISDICTION, AND VENUE	25
8.21	INDEPENDENT CONTRACTOR STATUS	25
8.22	INDEMNIFICATION	26
8.23	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	26
8.24	INSURANCE COVERAGE	31
8.25	LIQUIDATED DAMAGES	32
8.26	MOST FAVORED PUBLIC ENTITY	33
8.27	NONDISCRIMINATION AND AFFIRMATIVE ACTION	33
8.28	NON EXCLUSIVITY	35
8.29	NOTICE OF DELAYS	35
8.30	NOTICE OF DISPUTES	35
8.31	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	35
8.32	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	35
8.33	NOTICES	36
8.34	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	36
8.35	PUBLIC RECORDS ACT	36
8.36	PUBLICITY	37
8.37	RECORD RETENTION AND INSPECTION-AUDIT SETTLEMENT	37
8.38	RECYCLED BOND PAPER	39
8.39	SUBCONTRACTING	39
8.40	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	40
8.41	TERMINATION FOR CONVENIENCE	40
8.42	TERMINATION FOR DEFAULT	41
8.43	TERMINATION FOR IMPROPER CONSIDERATION	42
8.44	TERMINATION FOR INSOLVENCY	43
8.45	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	43

MODEL MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.46	TERMINATION FOR NON-APPROPRIATION OF FUNDS	44
8.47	VALIDITY	44
8.48	WAIVER	44
8.49	WARRANTY AGAINST CONTINGENT FEES	44
8.50	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	45
8.51	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	45
8.52	TIME OFF FOR VOTING	45
9.0	**UNIQUE TERMS AND CONDITIONS**	**46**
9.1	INTENTIONALLY OMITTED	46
9.2	LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM	46
9.3	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT	47
9.4	PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION	48
9.5	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	48
9.6	SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM	49
9.7	INTENTIONALLY OMITTED	50
9.8	DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM	50
SIGNATURES		52

MODEL MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS

ATTACHMENT 1 – STATEMENT OF WORK (Not Attached to Model Master Agreement; See Attachment 1 of the RFSQ)

EXHIBITS

A - COUNTY'S ADMINISTRATION

B - CONTRACTOR'S ADMINISTRATION

C - CONTRACTOR'S EEO CERTIFICATION

D - JURY SERVICE ORDINANCE

E - SAFELY SURRENDERED BABY LAW

F - CONTRACT DISCREPANCY REPORT

G - FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS

G1 – CERTIFICATE OF EMPLOYEE STATUS

G2 - CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

G3 - CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

- OR –

G4 - CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

H - SAMPLE WORK ORDER

I - CONTRACTOR'S JOB CLASSIFICATION CHECKLIST – (Not Attached to Model Master Agreement; See Appendix A – Required Forms, Exhibit 13 of the RFSQ)

J - CHARITABLE CONTRIBUTIONS CERTIFICATION

K - SUBSEQUENT EXECUTED WORK ORDERS – INCORPORATED HEREIN BY REFERENCE

Appendix H

Model Master Agreement

MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES,

AND

_____

FOR

TEMPORARY PERSONNEL SERVICES

This Master Agreement and Attachments/Exhibits made and entered into this ___ day of _____, 2017 by and between the County of Los Angeles (County), and _____ (Contractor) to provide Temporary Personnel Services for the Los Angeles County Sheriff's Department (Department).

RECITALS

WHEREAS, the County may contract with private businesses for as-needed Temporary Personnel Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing as-needed Temporary Personnel Services; and

WHEREAS, this Master Agreement is therefore authorized under California Government Code Section 31000.4 which authorizes the Board of Supervisors to contract for temporary personnel services during any peak load, temporary absence, or emergency for a period not to exceed 90 days or 720 working hours; and

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

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

1.0 APPLICABLE DOCUMENTS

Attachment 1 and Exhibits A, B, C, D, E, F, G, H, I, J, and K are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods,

service, or other work, or otherwise between the base Master Agreement and the Attachment/Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to this Master Agreement and then to the Attachment/Exhibits according to the following priority:

Standard Exhibits:

1.1 ATTACHMENT 1 – Statement of Work

1.2 EXHIBIT A - County's Administration

1.3 EXHIBIT B - Contractor's Administration

1.4 EXHIBIT C - Contractor's EEO Certification

1.5 EXHIBIT D - Jury Service Ordinance

1.6 EXHIBIT E - Safely Surrendered Baby Law

1.7 EXHIBIT F - Contract Discrepancy Report

1.8 EXHIBIT G - Forms Required For Each Work Order Before Work Begins

EXHIBIT G1 – Certification of Employee Status

EXHIBIT G2 - Contractor Acknowledgement and Confidentiality Agreement

EXHIBIT G3 - Contractor Employee Acknowledgement and Confidentiality Agreement

OR

EXHIBIT G4 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement

1.9 EXHIBIT I - Contractor's Job Classification Checklist – (Not Attached to Model Master Agreement; See Appendix A – Required Forms, Exhibit 13 of the RFSQ)

1.10 EXHIBIT H - Sample Work Order

1.11 EXHIBIT J - Charitable Contributions Certification

1.12 EXHIBIT K - Subsequent Executed Work Orders – Incorporated Herein by Reference

This Master Agreement and the Attachment/Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid

unless prepared pursuant to Sub-paragraph 8.1 – Change Orders and Amendments and signed by both parties.

2.0 DEFINITIONS

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

2.1 **Active Contractor:** A Qualified Contractor who is in compliance with the terms and conditions of this Master Agreement and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. Active Contractor and Contractor may be used interchangeably throughout this document.

2.2 **Amendment:** Has the meaning set forth in Sub-paragraph 8.1 - Change Orders and Amendments.

2.3 **Board:** Los Angeles Board of Supervisors

2.4 **Business Day:** Monday through Friday, excluding County observed holidays.

2.5 **Change Order:** Has the meaning set forth in Sub-paragraph 8.1 - Change Orders and Amendments.

2.6 **Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Master Agreement with the County as identified in the preamble.

2.7 **Contractor Project Manager:** The individual designated by the Contractor to administer this Master Agreement operations after this Master Agreement is awarded.

2.8 **County:** County of Los Angeles

2.9 **County Project Director:** Person designated by Sheriff with authority to approve and execute all Work Orders.

2.10 **County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of this Master Agreement.

2.11 **Day(s):** Calendar day(s) unless otherwise specified.

2.12 **Department:** Los Angeles County Sheriff's Department.

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

2.14 **Hourly Billable Rate:** The fully burdened hourly billable rates of compensation set forth in Exhibit A - Personnel Job Classifications of the SOW, for Contractor's personnel of which each such rate

includes all direct and indirect costs (including any applicable taxes, out of pocket expenses, and mileage), overhead, and administrative expenses attributable to each personnel hour worked.

2.15 Master Agreement: County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.

2.16 Qualified Contractor: A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum mandatory qualifications listed in the RFSQ, and has an executed Master Agreement with the Sheriff's Department.

2.17 Request for Statement of Qualifications (RFSQ): A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.

2.18 Statement of Qualifications (SOQ): A Contractor's response to an RFSQ.

2.19 Statement of Work (SOW): A written description of the tasks, subtasks, deliverables, goods, services and other work required under this Master Agreement, as set forth in Attachment 1 - Statement of Work, including all Exhibits thereto, and/or any applicable fully-executed Work Orders, Change Orders or Amendments.

2.20 Timecard: A daily and weekly record verified and signed by unit supervisor validating hours and days worked by Temporary Personnel.

2.21 Temporary Personnel: Contractor's staff, personnel, or employee performing tasks, subtasks, work, or services required under this Master Agreement

2.22 Work: Any and all tasks, subtasks, deliverables, goods, and other services performed by or on the behalf of Contractor including the work required pursuant to this Master Agreement, and all the Attachment/Exhibits, and all fully-executed Change Orders, Amendments, and Work Orders hereto.

2.23 Work Order: A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in the Work Order. Each Work Order shall be issued on a rotational basis to Active Contractors. No work shall be performed by a Contractor except in accordance with a validly executed Work Order.

3.0 WORK

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

3.2 Work Orders shall conform to Exhibit H – Sample Work Order, on a fixed Hourly Billable Rate in accordance with Exhibit A – Personnel Job Classifications of Attachment 1 – SOW. Work Orders shall be rotated between Active Contractors qualified in accordance with Exhibit I3 – Contractor's Job Classification Checklist. Payment for all work shall be on a fixed Hourly Billable Rate and subject to the total maximum hours specified on each individual Work Order which shall not exceed 90 days or 720 working hours.

3.3 If Contractor provides any task, deliverable, service or other work to County (1) other than as specified in this Master Agreement, and/or (2) that utilizes other than the approved Temporary Personnel, and/or (3) that goes beyond the scope of Work authorized in the Work Order, and/or (4) exceeds the maximum hours or maximum days as specified in the fully-executed Work Order as originally written or modified in accordance with Sub-paragraph 8.1 - Change Orders and Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

3.4 Department procedures for issuing and executing Work Orders are as set forth in Paragraph 2.0 - Work Order, of Attachment 1 – SOW of this Master Agreement.

3.5 Following selection, Contractor must be available to meet Department's start date specified in the Work Order. Inability of Contractor to comply with such commencement date shall be cause for disqualification of Contractor from that particular Work Order as determined in the sole discretion of County's Project Director.

3.6 In the event Contractor defaults three times under Sub-paragraph 3.5, within a given County fiscal year, then County may terminate this Master Agreement pursuant to Sub-paragraph 8.42 - Termination for Default.

3.7 Contractor acknowledges that, subject to this Paragraph 3.0 – Work, all Work performed under this Master Agreement is payable in arrears on a monthly basis, in accordance with this Master Agreement, including this Paragraph 3.0 – Work, and Paragraph 5.0 – Contract Sum, of this Master Agreement.

3.8 All Work must be provided solely as specified under this Master Agreement and in accordance with a fully executed Work Order and must receive the written approval of County Project Director and/or designee in order to qualify for payment. In no event shall

County be liable or responsible for payment for any Work prior to approval from County Project Director or designee of such Work.

3.9 The Department reserves the right to add and/or delete temporary personnel job classifications throughout the term of this Master Agreement in accordance with Sub-paragraph 8.1 – Change Orders and Amendments.

4.0 TERM OF MASTER AGREEMENT

4.1 The term of this Master Agreement shall commence January 19, 2017, or upon the date of its execution by the Sheriff as authorized by the County Board of Supervisors (Board), whichever is later, and shall terminate on January 18, 2022, unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 The County shall have the sole option to extend this Master Agreement term for up to two (2) additional one-year period extensions, for a maximum total Master Agreement not to exceed seven (7) years. Each such option and extension shall be exercised at the sole discretion of the Sheriff as authorized by the County Board of Supervisors.

4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.4 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Exhibit A – County Administration.

5.0 CONTRACT SUM

5.1 Contractor shall be paid a fixed Hourly Billable Rate for all Temporary Personnel provided to the Department pursuant to a fully-executed Work Order in accordance with Attachment 1 – SOW, Exhibit A – Personnel Job Classifications. The Hourly Billable Rates shall remain fixed and firm for the term of the Master Agreement, unless formally amended, at the Department's discretion, in accordance with Sub-paragraph 5.6 – Cost of Living Adjustments (COLAs) and Sub-paragraph 8.1 – Change Orders and Amendments, of the Master Agreement.

5.2 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department

by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of this Master Agreement is the Contract Sum.

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

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

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

5.5 **Invoices and Payments**

5.5.1 Contractor shall separately invoice County for each Work Order providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement.

5.5.2 Payment for all work shall be on fixed Hourly Billable Rate in accordance with Exhibit A – Personnel Job Classifications, of Attachment 1 - SOW, subject to the total maximum hours as specified in each Work Order less any amounts assessed in accordance with Sub-paragraph 8.25, Liquidated Damages.

5.5.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.5.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Project Director or designee.

5.5.5 Invoices under this Master Agreement shall be submitted to the address (es) set forth in the applicable Work Order within fifteen (15) calendar days following each month of services provided.

5.5.6 **Invoice Content**

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

Each invoice submitted by Contractor shall specify:

- Invoice Number
- Invoice Date
- Contractor's name, address and phone number
- County Work Order Number;
- Contractor's Master Agreement Number;
- Period of performance of work being invoiced;
- Name(s) of Temporary Personnel who performed the work and personnel job classification;
- Copy of individual weekly time logs for the pay period identified on invoice;
- Number of hours and days worked for each Temporary Personnel and the Hourly Billable Rate(s) as specified in the Work Order and in accordance with Exhibit A – Personnel Job Classification, of Attachment 1 - SOW;
- Total amount of the invoice.
- Copy of Work Order

5.5.7 **Approval of Invoices**

All invoices submitted by Contractor for payment must have the written approval of County Project Director or designee, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders.

5.5.8 **Local Small Business Enterprises – Prompt Payment Program**

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

5.6 Cost of Living Adjustments (COLA's)

5.6.1 If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount 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 (CPI) for the Los Angeles-Riverside-Orange County Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall 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. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Master Agreement, it shall require a written amendment to this Master Agreement first, that has been formally approved and executed by the parties

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit A - County's Administration of this Master Agreement. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

The role of the Project Director shall include:

6.1.1 The County Project Director, or designee, is the approving authority for individual Work Orders and executions of Work Orders.

6.1.2 Upon request of the Contractor, provide direction to Contractor, as appropriate, in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

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

6.2.1 The responsibilities of the County Project Manager include but not limited to:

- ensuring that task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor Temporary Personnel assigned to the executed Work Orders, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order.
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's Temporary Personnel on each Work Order;

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit B – Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

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

7.1.3 Contractor Project Manager shall pre-screen and submit Temporary Personnel for Work Orders. Monitor Temporary Personnel's performance and delivery of required services as specified in the executed Work Order.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B – Contractor's Administration. Contractor shall promptly notify County in writing of any change in the name(s) or address (es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

7.4.1 All of Contractor's Temporary Personnel assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times.

7.4.2 Contractor shall request a County ID for each of its Temporary Personnel assigned to work in a County facility from the County Project Manager. Contractor's Temporary Personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.4.3 Contractor shall notify the County within one business day when Temporary Personnel is terminated from working under this Master Agreement. Contractor shall retrieve and return a Temporary Personnel's County ID badge to the County on the next Business Day after the Temporary Personnel has terminated employment with the Contractor.

7.4.4 If County requests the removal of Contractor's staff, Contractor shall retrieve and return the Temporary Personnel's County ID badge to the County on the next Business Day after the Temporary Personnel has been removed from working on the County's Master Agreement.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's Temporary Personnel performing services under this Master Agreement shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Department, regardless if the Contractor's Temporary Personnel passes or fails the background investigation.

7.5.2 If a member of Contractor's Temporary Personnel does not pass the background investigation, County may request that the member of Contractor's Temporary Personnel be immediately removed from performing services under this Master Agreement at any time during the term of this Master Agreement. County will not provide to Contractor or to Contractor's Temporary Personnel 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 Temporary Personnel 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 Disqualification of any member of Contractor's Temporary Personnel pursuant to this Sub-paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.5.5 Contractor shall pre-screen and qualify all Temporary Personnel assigned to provide services under a Work Order. Any expense associated with performing the pre-screening of Temporary Personnel shall be at the expense of Contractor, regardless if Contractor's Temporary Personnel are accepted or not by Department. Refer to Attachment 1 – SOW, Paragraph 3.0 – Pre-Screened Temporary Personnel, of the Master Agreement.

7.6 Confidentiality

7.6.1. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, Temporary Personnel, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G2.

7.6.5 Contractor shall cause each Temporary Personnel performing services covered by this Master Agreement to sign and adhere to the provisions of the "Contractor

Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

-OR-

7.6.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G4.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE ORDERS AND AMENDMENTS

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

8.1.2 For any change which does not materially affect the scope of work, period of performance, term, price, payments, or any other term or condition of this Master Agreement, a Change Order to this Master Agreement shall be executed by the County Project Director and Contractor Project Manager.

8.1.3 For any change which materially affects the scope of work, term, price, payments, or any other term or condition of this Master Agreement, an Amendment to this Master Agreement shall be executed by the Contractor and the County Board of Supervisors.

8.1.4 Notwithstanding Sub-paragraphs 8.1.1 through 8.1.3 above, for (1) any option term extension of this Master Agreement, (2) modifications pursuant to Sub-paragraph 8.2 (Assignment and Delegation), (3) additions and/or deletions of Department locations set forth on Exhibit B – Sheriff's Department Listing of Locations of Attachment 1 – SOW, (4) additions and/or deletions of personnel job classifications set forth on Exhibit A – Personnel Job Classifications of Attachment 1 – SOW, and (5) increases in the Hourly Billable Rates in accordance with Sub-paragraph 5.6 – Cost of Living Adjustments (COLA's), an Amendment to this Master Agreement shall be executed by Contractor and Sheriff.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, County consent shall require a written Amendment to this Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

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

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Master Agreement 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 Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 INTENTIONALLY OMITTED

8.5 COMPLIANCE WITH APPLICABLE LAW

8.5.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

supported by this Master Agreement. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

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

8.7.2 Written Employee Jury Service Policy

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

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

paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

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

8.8 CONFLICT OF INTEREST

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

8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be

enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph 8.8 shall be a material breach of this Master Agreement.

8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

8.10 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

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

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

8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily

perform this Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 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 this Master Agreement, 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.

8.11.3 Non-responsible Contractor

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

8.11.4 Contractor Hearing Board

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

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative

proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

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

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

request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.11.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in 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 County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with

employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of this Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report 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 Master Agreement or impose other penalties as specified in this Master Agreement.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a master agreement term extension option.

8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

8.16.1 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 Temporary Personnel performing work under this Master Agreement

meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered Temporary Personnel for the period prescribed by law.

8.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and Temporary Personnel 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 Master Agreement.

8.17 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Orders and Amendments prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Orders and Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.18 FAIR LABOR STANDARDS

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

8.19 FORCE MAJEURE

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

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

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

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as

between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

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

8.21.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.6 – Confidentiality.

8.22 INDEMNIFICATION

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

8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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 shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Sub-paragraph and Sub-paragraph 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also

are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 **Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall 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 Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding 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), shall be construed as a waiver of any of the Required Insurance provisions.

  Certificates and copies of any required endorsements shall be sent to:

  Los Angeles County Sheriff's Department

Hall of Justice
Fiscal Administration / Contract Compliance Unit
211 West Temple Street, 5th Floor
Los Angeles, California 90012
Attention: Contract Compliance Manager

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

8.23.2 **Additional Insured Status and Scope of Coverage**

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

8.23.3 **Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least 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 Master Agreement.

8.23.4 **Failure to Maintain Insurance**

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

8.23.5 **Insurer Financial Ratings**

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

8.23.6 **Contractor's Insurance Shall Be Primary**

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

8.23.7 **Waivers of Subrogation**

To the fullest extent permitted by law, 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 Master Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 **Subcontractor Insurance Coverage Requirements**

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor

name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.23.9 **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate 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 shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.10 **Claims Made Coverage**

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

8.23.11 **Application of Excess Liability Coverage**

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

8.23.12 **Separation of Insureds**

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

8.23.13 **Alternative Risk Financing Programs**

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 shall be designated as an Additional Covered Party under any approved program.

8.23.14 **County Review and Approval of Insurance Requirements**

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

8.24 INSURANCE COVERAGE

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

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

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

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

8.24.4 **Professional Liability/Errors and Omissions**

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

following this Master Agreement's expiration, termination or cancellation.

If Contractor provides "medical" related personnel job classifications, then the required limits increase to the amount not less than $2 million per claim and $3 million aggregate shall apply under this Sub-paragraph 8.24.4.

8.24.5 **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.

Sexual Misconduct Liability Insurance shall only be required when Contractor provides "medical" related personnel job classification(s) as specified on the Work Order.

8.25 LIQUIDATED DAMAGES

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

8.25.2 If the County Project Director determines that there are deficiencies in the performance of this Master Agreement that the County Project Director or his/her designee, deems are correctable by the Contractor over a certain time span, the County Project Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Project Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b)

Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

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

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

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

8.26 MOST FAVORED PUBLIC ENTITY

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

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.27.4 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.

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County

that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

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

8.28 NON EXCLUSIVITY

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

8.29 NOTICE OF DELAYS

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

8.30 NOTICE OF DISPUTES

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

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to

safely surrender a baby. The fact sheet is set forth in Exhibit E – Safely Surrendered Baby Law of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

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

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.35 PUBLIC RECORDS ACT

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

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

documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", 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 shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

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

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

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

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

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

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

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

8.38 RECYCLED BOND PAPER

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

8.39 SUBCONTRACTING

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

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

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

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

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

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

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

8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest

arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Los Angeles County Sheriff's Department
Hall of Justice
Fiscal Administration / Contract Compliance Unit
211 West Temple Street, 5th Floor
Los Angeles, California 90012
Attention: Contract Compliance Manager

before any subcontractor employee may perform any work hereunder.

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

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

8.41 TERMINATION FOR CONVENIENCE

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

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

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

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with Sub-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 Master Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (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 Master Agreement in whole or in part as provided in Sub-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 shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of 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 shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-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 Sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 The rights and remedies of the County provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

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

8.44 TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- 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 Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the

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

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.47 VALIDITY

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

8.48 WAIVER

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

8.49 WARRANTY AGAINST CONTINGENT FEES

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

8.49.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole

discretion, deduct from this Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

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

8.52 TIME OFF FOR VOTING

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 INTENTIONALLY OMITTED

9.2 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

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

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

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

9.2.4 If 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, shall:

1. 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;

2. 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

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and

Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.3 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.

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

9.3.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

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

9.3.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under Sub-paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.3.3 or for any disclosure which County is required to make under any state or federal law or order of court.

9.3.6 All the rights and obligations of this Sub-paragraph 9.3 shall survive the expiration or termination of this Master Agreement.

9.4 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

9.4.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master Agreement. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

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

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

9.5 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit J, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A

Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

9.6 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

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

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

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

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

1. 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;

2. 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

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify

the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.7 INTENTIONALLY OMITTED

9.8 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

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

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

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

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

1. 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;

2. 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

3. 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 shall also apply to any business that has previously

obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND

_____

FOR
TEMPORARY PERSONNEL SERVICES

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

COUNTY OF LOS ANGELES

By_____
JIM McDONNELL, SHERIFF

Date_____

CONTRACTOR

By _____

Printed Name _____

Title _____

Date_____

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By_____
Michele Jackson
Principal Deputy County Counsel

MASTER AGREEMENT FOR
TEMPORARY PERSONNEL SERVICES

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

A COUNTY'S ADMINISTRATION

B CONTRACTOR'S ADMINISTRATION

C CONTRACTOR'S EEO CERTIFICATION

D JURY SERVICE ORDINANCE

E SAFELY SURRENDERED BABY LAW

F CONTRACT DISCREPANCY REPORT

G FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS

- G1 CERTIFICATE OF EMPLOYEE STATUS
- G2 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G3 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G4 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

H SAMPLE WORK ORDER

I CONTRACTOR'S JOB CLASSIFICATION CHECKLIST – (NOT ATTACHED TO MASTER AGREEMENT; SEE APPENDIX A, REQUIRED FORMS, EXHIBIT 13 OF THE RFSQ)

J CHARITABLE CONTRIBUTIONS CERTIFICATION

K SUBSEQUENT EXECUTED WORK ORDER

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

_____
CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

B. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

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

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

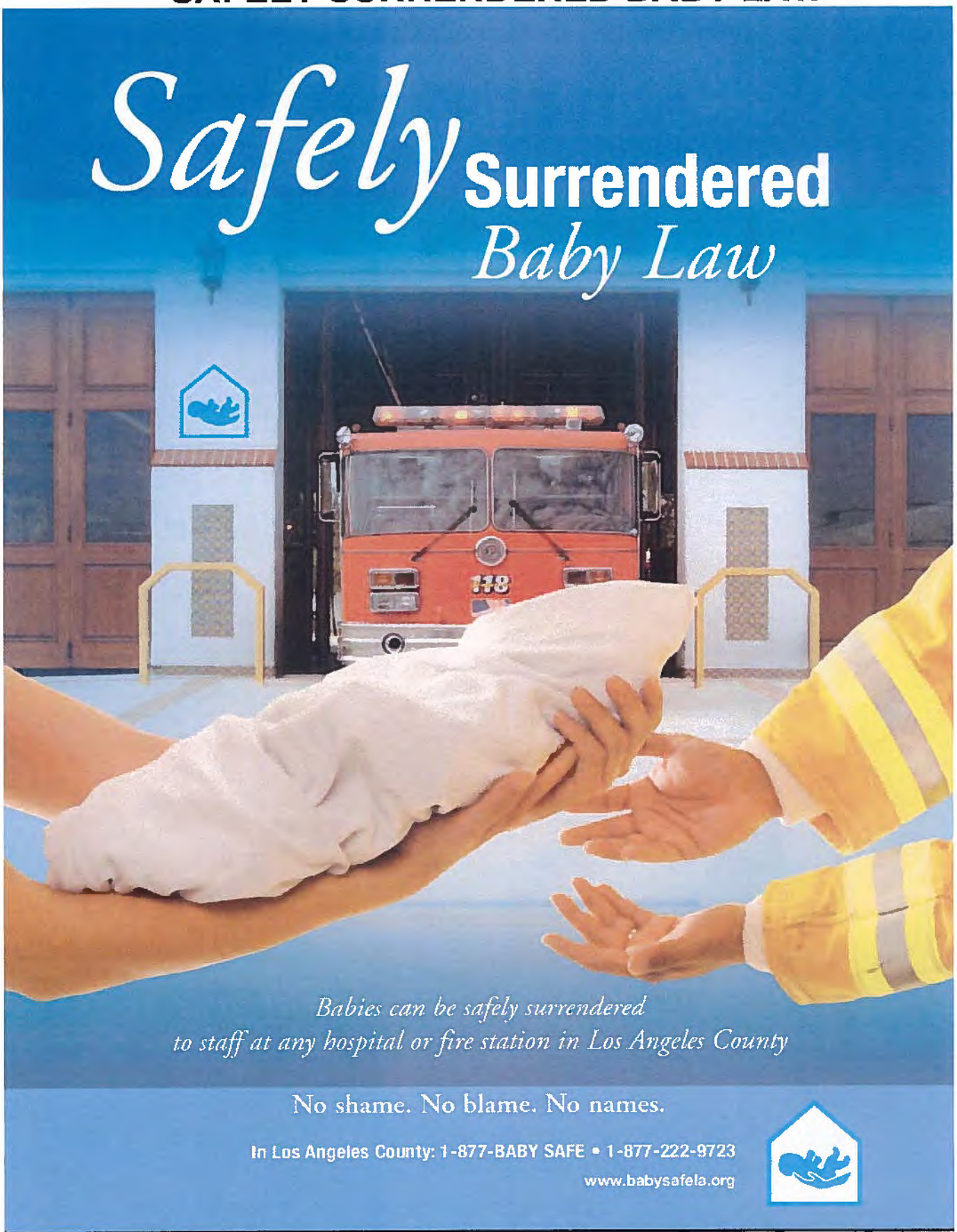
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW



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

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story



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


Ley de Entrega de Bebés Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

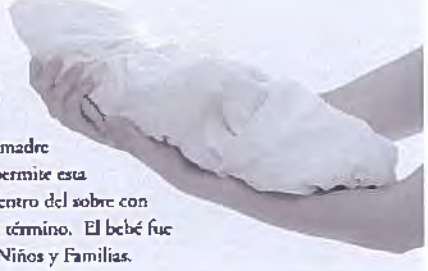
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé



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

EXHIBIT F

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared by County:** _____ **Received by Contractor:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT G

FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS

G1 CERTIFICATION OF EMPLOYEE STATUS

G2 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

G3 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

G4 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

TEMPORARY PERSONNEL SERVICES
MASTER AGREEMENT WORK ORDER

CERTIFICATION OF EMPLOYEE STATUS

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

_____
CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

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

EMPLOYEES

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

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

_____
Signature of Authorized Official

_____
Printed Name of Authorized Official

_____
Title of Authorized Official

_____
Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____

Work Order No._____ County Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ _____ Employee Name _____

Work Order No._____ County Master Agreement No._____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ _____ _____

POSITION: _____ _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Non-Employee Name _____

Work Order No._____ County Master Agreement No._____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
TEMPORARY PERSONNEL SERVICES
SAMPLE WORK ORDER

_____
(ACTIVE CONTRACTOR NAME)

Work Order No. _____ Master Agreement No. _____

Date Work Order Due from Active Contractor _____

Tentative Start Date _____

Unit Requesting Service _____

Unit's Address _____

_____

Job Classification/Position Title _____

Number of Positions _____

Hourly Billable Rate per Exhibit A $_____

1. WORK ORDER REQUEST – REQUIREMENTS FOR CONTRACTOR

Upon receipt of a Work Order from County, Contractor shall identify Temporary Personnel to be assigned, pre-screen Temporary Personnel identified in accordance with Paragraph 3.0 – Pre-Screened Temporary Personnel of Attachment 1 – Statement of Work. Upon completion of pre-screening, Contractor shall complete this Section I, and return all required documentation outlined below by due date above. No Work shall commence until Contractor receives final approval and start date by Department as described in Section II, of this Sample Work Order. Failure of Contractor to provide a written response and all required documentation within the time specified, shall disqualify Contractor for this particular Work Order request.

A. Exhibit G1 – Certificate of Employee Status
B. Exhibit G2 – Contractor Acknowledgement and Confidentiality Agreement
C. Name of Contractor's Temporary Personnel Assigned to this Work Order:

_____

D. Exhibit G3 - Contractor's Employee Acknowledgement and Confidentiality Agreement

OR

E. Exhibit G4 - Contractor's Non-Employee Acknowledgement and Confidentiality Agreement
F. Documentation of Pre-screened Temporary Personnel

Work Order No. _____ Master Agreement No. _____

II. TO BE COMPLETED BY COUNTY'S PROJECT MANAGER

Date Work Order Received from Active Contractor _____

Projected Work Order Start Date _____

Work Schedule Days _____ Start/End Time _____

Total Hours Worked _____ **Maximum Hours Not to Exceed 720 Hours**

Total Days Worked _____ **Maximum Days Not to Exceed 90 Days**

Actual Work Order Start Date _____

Date Work Order Suspended _____ **Expiration Date** _____

III. GENERAL

Contractor shall satisfactorily perform all Work detailed in the Work Order attached hereto per a fixed Hourly Billable Rate, in compliance with the terms and conditions of the Master Agreement.

VI. PAYMENT

A. The total maximum amount that County shall pay Contractor for all Services to be provided under this Work Order shall not exceed _____ Dollars ($_____).

B. Contractor shall invoice County only for hours actually worked, in accordance with the terms and conditions of Contractor's Master Agreement. Contractor shall be responsible for limiting the number of days and hours worked by Contractor Temporary Personnel under this Work Order, not to exceed 90 days or 720 working hours.

C. Contractor shall satisfactorily perform and complete all required Services in accordance with Attachment 1 - Statement of Work and this Work Order notwithstanding the fact that total payment from County shall not exceed the total maximum amount.

D. CONTRACTOR shall submit all invoices under this Work Order to:

Los Angeles County Sheriff's Department
Hall of Justice
Personnel Administration / Personnel Programs
211 West Temple Street, 4th Floor
Los Angeles, CA 90012

Work Order No. _____ Master Agreement No. _____

V. SERVICES

In accordance with Master Agreement Sub-paragraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the total maximum amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

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

Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Sub-paragraph 3.3 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

A. That is not specified in this Work Order, and/or
B. That utilizes personnel not specified in this Work Order, and/or
C. That exceeds the Total Maximum Amount of this Work Order, and/or
D. That goes beyond the expiration date of this Work Order.
E. That exceed 90 days or 720 working hours.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR	COUNTY OF LOS ANGELES
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT I

TEMPORARY PERSONNEL SERVICES

CONTRACTOR'S JOB CLASSIFICATION CHECKLIST

NOT ATTACHED – REFER TO APPENDIX A - REQUIRED FORMS, EXHIBIT 13 – VENDOR'S JOB CLASSIFICATION CHECKLIST

CHARITABLE CONTRIBUTIONS CERTIFICATION

EXHIBIT J

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

EXHIBIT K

SUBSEQUENT EXECUTED WORK ORDERS

INCORPORATED HEREIN BY REFERENCE

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over $2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Appendix A, Exhibit 11 – Charitable Contributions Certification).

In California, supervision of charities is the responsibility of the Attorney General, whose website, http://oag.ca.gov/ contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: http://oag.ca.gov/charities/laws

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the Center for Nonprofit Management, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 http://www.cnmsocal.org/., and statewide, the California Association of Nonprofits, http://www.calnonprofits.org/. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix I is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed,

extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

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

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:
   1. Chief Executive Office delegated authority agreements under $50,000;
   2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
   3. A purchase made through a state or federal contract;
   4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;

5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

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

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

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