

APPENDIX G

MODEL MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FOR

POLYGRAPH EXAMINATION SERVICES

**MODEL MASTER AGREEMENT
FOR
POLYGRAPH EXAMINATION SERVICES
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
RECITALS	1
1.0	APPLICABLE DOCUMENTS	2
2.0	DEFINITIONS	3
3.0	WORK	4
4.0	TERM OF MASTER AGREEMENT	5
5.0	CONTRACT SUM	6
6.0	ADMINISTRATION OF MASTER AGREEMENT- COUNTY	10
6.1	County Project Director.....	10
6.2	County Project Manager.....	10
7.0	ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR	10
7.1	Contractor 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	11
7.6	Confidentiality	12
8.0	STANDARD TERMS AND CONDITIONS	13
8.1	Change Notices and Amendments.....	13
8.2	Assignment and Delegation/Mergers or Acquisitions	14
8.3	Authorization Warranty	15
8.4	Complaints	15
8.5	Compliance with Applicable Laws.....	15
8.6	Compliance with Civil Rights Laws	16
8.7	Compliance with County’s Jury Service Program.....	16
8.8	Conflict of Interest	18
8.9	Consideration of Hiring County Employees Targeted for Layoff or are on a County Re-employment List	18
8.10	Consideration of Hiring GAIN-GROW Participants.....	18
8.11	Contractor Responsibility and Debarment	19
8.12	Contractor’s Acknowledgement of County’s Commitment to the Safely Surrendered Baby Law	21

**MODEL MASTER AGREEMENT
FOR
POLYGRAPH EXAMINATION SERVICES
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.13	Contractor’s Warranty of Adherence to County’s Child Support Compliance Program	21
8.14	County’s Quality Assurance Plan.....	22
8.15	Damage to County Facilities, Buildings or Grounds	22
8.16	Employment Eligibility Verification	22
8.17	Counterparts and Electronic Signatures and Representations	23
8.18	Fair Labor Standards.....	23
8.19	Force Majeure	23
8.20	Governing Law, Jurisdiction, and Venue.....	24
8.21	Independent Contractor Status.....	24
8.22	Indemnification	25
8.23	General Provisions for All Insurance Coverage	25
8.24	Insurance Coverage	29
8.25	Liquidated Damages.....	29
8.26	Intentionally Omitted.....	30
8.27	Nondiscrimination and Affirmative Action.....	31
8.28	Non Exclusivity.....	32
8.29	Notice of Delays	32
8.30	Notice of Disputes	32
8.31	Notice to Employees Regarding the Federal Earned Income Credit.....	32
8.32	Notice to Employees Regarding the Safely Surrendered Baby Law	32
8.33	Notices	33
8.34	Prohibition Against Inducement or Persuasion.....	33
8.35	Public Records Act	33
8.36	Publicity.....	34
8.37	Record Retention and Inspection-Audit Settlement.....	34
8.38	Recycled Bond Paper.....	35
8.39	Subcontracting	35
8.40	Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program	36
8.41	Termination for Convenience.....	37

**MODEL MASTER AGREEMENT
FOR
POLYGRAPH EXAMINATION SERVICES
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.42	Termination for Default	37
8.43	Termination for Improper Consideration	39
8.44	Termination for Insolvency.....	39
8.45	Termination for Non-Adherence of County Lobbyist Ordinance	40
8.46	Termination for Non-Appropriation of Funds	40
8.47	Validity	40
8.48	Waiver.....	40
8.49	Warranty Against Contingent Fees	40
8.50	Warranty of Compliance with County’s Defaulted Property Tax Reduction Program.....	41
8.51	Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program.....	41
8.52	Time off For Voting	41
8.53	Compliance with County’s Zero Tolerance Policy on Human Trafficking.	41
8.54	Intentionally Omitted	42
8.55	Compliance with Fair Chance Employment Practices	42
8.56	Compliance with the County Policy of Equity.....	42
8.57	Prohibition from Participation in Future Solicitation(s)	42
9.0	UNIQUE TERMS AND CONDITIONS	43
9.1	Licenses, Permits, Registrations, Accreditation, and Certificates	43
9.2	Local Small Business Enterprise (LSBE) Preference Program.....	43
9.3	Intentionally Omitted	44
9.4	Intentionally Omitted	44
9.5	Intentionally Omitted	44
9.6	Social Enterprise (SE) Preference Program	44
9.7	Intentionally Omitted	45
9.8	Disabled Veteran Business Enterprise (DVBE) Preference Program	45
SIGNATURES		47

ATTACHMENTS

- Attachment 1: STATEMENT OF WORK (Not attached to Model Master Agreement; see Attachment 1 of the RFSQ)
- Attachment 1A: EXAMINATION LOG (Not attached to Model Master Agreement; see Attachment 1A of the RFSQ)
- Attachment 1B: EXAMINER BILLING LOG (Not attached to Model Master Agreement; see Attachment 1B of the RFSQ)
- Attachment 1C: CONTRACT DISCREPANCY REPORT (Not attached to Model Master Agreement; see Attachment 1C of the RFSQ)

STANDARD EXHIBITS

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

Appendix G

Model Master Agreement

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

**FOR
POLYGRAPH EXAMINATION SERVICES**

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

RECITALS

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

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

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

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

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

1.0 APPLICABLE DOCUMENTS

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

Attachments:

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

Standard Exhibits:

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

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

2.0 DEFINITIONS

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

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

3.0 WORK

- 3.1 Contractor shall fully and timely perform all Work, as specified in Attachment 1 (Statement of Work) and all other Work under this Master Agreement, including pursuant to any fully executed Change Notice or Amendment, in accordance with the terms and conditions of this Master Agreement.
- 3.2 It is the intent of the Department to issue Work to Active Contractors on a rotational basis by availability and geographical area in accordance with Paragraph 4.0 (Guidelines for the Distribution of Work) of Attachment 1 (Statement of Work) to this Master Agreement, based upon the need of the Department, in its sole discretion. However, County Project Manager has the sole discretion to issue Work to any of the Qualified Contractors.
- 3.3 County will refer Polygraph Examinees to Contractor for Services as set forth in Attachment 1 (Statement of Work) to this Master Agreement.
- 3.4 Contractor acknowledges that, subject to this Paragraph 3.0 (Work), all Work performed under this Master Agreement, including pursuant to any

fully executed Change Notice or Amendment, is payable in arrears on a monthly basis in accordance with the terms and conditions of this Master Agreement, including this Paragraph 3.0 (Work) and Paragraph 5.0 (Contract Sum) of this Master Agreement.

- 3.5 If Contractor provides any tasks, deliverables, goods, services, or work, other than as specified in this Master Agreement, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.
- 3.6 All such Work shall be provided solely as specified under this Master Agreement and must receive the written approval of County Project Manager in order to qualify for payment. In no event shall County be liable or responsible for payment for any Work prior to approval from County Project Manager of such Work.
- 3.7 During the Term of this Master Agreement, Contractor shall at all times possess and maintain all licenses and certifications required to perform the Work under this Master Agreement. In the event of suspension or revocation of such licenses and/or certifications, Contractor shall immediately notify County Project Manager and cease providing all Work under this Master Agreement.
- 3.8 The execution of this Master Agreement does not guarantee Contractor any minimum amount of business. County does not promise, warrant, or guarantee that County will utilize any particular level of Contractor's Service, or any Services at all, during the Term of this Master Agreement.

4.0 TERM OF MASTER AGREEMENT

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

the Department at the address provided in Exhibit A (County's Administration) to this Master Agreement.

5.0 CONTRACT SUM

5.1 General

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

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

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

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

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

5.4.2 Notwithstanding the above, Contractor shall be entitled to payment for Services that are satisfactorily completed after the expiration or

other termination of this Master Agreement, provided that any such Services are rendered pursuant to any Work that was validly executed during the Term of this Master Agreement. This provision shall survive the expiration or other termination of this Master Agreement.

5.5 Invoices and Payments

5.5.1 General

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

5.5.2 Invoices

Invoice Detail

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

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

5.5.3 Submission of Invoices

- a. Contractor shall submit an original invoice to County Project Manager listed in Exhibit A (County's Administration) to this Master Agreement.
- b. Contractor shall submit invoice by the 15th calendar day of the month following the month in which Services were performed. The Department will not be responsible for invoices submitted more than 60 calendar days after the date of Service rendered.

County shall be under no obligation to remit payment for late, lost or mishandled invoices. Contractor is responsible for the accuracy of invoices submitted to the Department.

5.5.4 Monthly Reports

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

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

5.5.5 Approval of Invoices

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

5.5.6 Payments

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

5.5.7 No Out-of-Pocket Expenses

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

5.5.8 Contractor Responsibility

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

5.5.9 County’s Right to Withhold

In addition to any rights of County provided in this Master Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in

default hereunder, or at any time that Contractor has not provided County approved Work.

5.5.10 Invoice Discrepancy Report

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

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

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

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

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

5.7.2 Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

5.7.4 At any time during the duration of this Master Agreement, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal,

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

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

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

6.1 County Project Director

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

The responsibilities of County Project Director may include:

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

6.2 County Project Manager

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

The responsibilities of County Project Manager may include:

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

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor Project Manager

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

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

7.2 Contractor's Authorized Official(s)

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

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.4.2 Contractor is responsible for ensuring that employees have obtained a County ID badge before they are assigned to Work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

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

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

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing Services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to provide Services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California

Department of Justice to include State, local, and Federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

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

7.6 Confidentiality

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

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

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 Change Notices and Amendments

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

8.2 Assignment and Delegation/Mergers or Acquisitions

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

8.3 Authorization Warranty

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

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

8.4 Complaints

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

8.5 Compliance with Applicable Laws

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

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

8.6 Compliance with Civil Rights Laws

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

8.7 Compliance with County's Jury Service Program

8.7.1 Jury Service Program

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

8.7.2 Written Employee Jury Service Policy

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

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

- b. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 calendar days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform Services for County under the Master Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- c. If Contractor is not required to comply with the Jury Service Program when this Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- d. Contractor's violation of this Paragraph 8.7.2 (Written Employee Jury Service Policy) may constitute a material breach of this Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

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

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

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

8.10 Consideration of Hiring GAIN-GROW Participants

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

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

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

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 Chapter 2.202 of the County Code

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

8.11.3 Non-responsible Contractor

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

8.11.4 Contractor Hearing Board

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

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

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

8.11.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

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

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

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

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

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

8.14 County's Quality Assurance Plan

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

8.15 Damage to County Facilities, Buildings or Grounds

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

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

8.16 Employment Eligibility Verification

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

8.16.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for

employment of any persons performing Work under this Master Agreement.

8.17 Counterparts and Electronic Signatures and Representations

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

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

8.18 Fair Labor Standards

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

8.19 Force Majeure

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

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

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

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

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

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

8.22 Indemnification

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

8.23 General Provisions for All Insurance Coverage

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

8.23.1 Evidence of Coverage and Notice to County

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

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

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

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

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

8.23.2 Additional Insured Status and Scope of Coverage

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

8.23.3 Cancellation of or Changes in Insurance

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

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

8.23.4 Failure to Maintain Insurance

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

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Shall Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 Sub-Contractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

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

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

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

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

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

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

8.24.4 Professional Liability/Errors and Omissions

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

8.25 Liquidated Damages

8.25.1 If, in the judgment of County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County Project Director, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by County

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

8.25.2 If County Project Director determines that there are deficiencies in the performance of this Master Agreement that County Project Director deems are correctable by Contractor over a certain time span, County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, County Project Director may:

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

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

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

8.26 Intentionally Omitted

8.27 Nondiscrimination and Affirmative Action

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

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

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

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

8.28 Non Exclusivity

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

8.29 Notice of Delays

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

8.30 Notice of Disputes

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

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.33 Notices

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

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

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

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

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

8.36 Publicity

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

conditions:

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

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

8.37 Record Retention and Inspection-Audit Settlement

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

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

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

- 8.37.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) shall constitute a material breach of this Master Agreement upon which County may terminate or suspend this Master Agreement.
- 8.37.4 If, at any time during the Term of this Master Agreement or within five years after the expiration or termination of this Master Agreement, representatives of County may conduct an audit of Contractor regarding the Work performed under this Master Agreement, and if such audit finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference shall be either: (a) repaid by Contractor to County by cash payment upon demand or (b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Master Agreement or otherwise. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Master Agreement exceed the funds appropriated by County for the purpose of this Master Agreement.

8.38 Recycled Bond Paper

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

8.39 Subcontracting

- 8.39.1 The requirements of this Master Agreement may not be subcontracted by Contractor **without the advance approval of County**. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Master Agreement.
- 8.39.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
- a. A description of the Work to be performed by the subcontractor;
 - b. A draft copy of the proposed subcontract; and
 - c. Other pertinent information and/or certifications requested by County.
- 8.39.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner

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

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

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

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

8.41 Termination for Convenience

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

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

- 8.41.2 Upon receipt of a notice of termination and except as otherwise directed by County, Contractor shall immediately:
- a. Stop Work under this Master Agreement, as identified in such notice;
 - b. Transfer title and deliver to County all completed Work and Work in process; and
 - c. Complete performance of such part of the Work as shall not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Master Agreement shall be maintained by Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection-Audit Settlement) of this Master Agreement.

8.42 Termination for Default

- 8.42.1 County may, by written notice to Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County Project Director:
- a. Contractor has materially breached this Master Agreement;
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other Work required either under this Master Agreement; or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five Business Days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
- 8.42.2 In the event that County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1 above, County may procure, upon such terms and in such manner as County may deem appropriate, goods and Services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this

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

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

8.43 Termination for Improper Consideration

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

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

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

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

8.44 Termination for Insolvency

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

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

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

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

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

8.49 Warranty Against Contingent Fees

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

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

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

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

economic burden otherwise imposed upon County and its taxpayers.

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

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

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

8.52 Time Off For Voting

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

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

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

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

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

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment Practices

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

8.56 Compliance with the County Policy of Equity

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

8.57 Prohibition from Participation in Future Solicitation(s)

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Licenses, Permits, Registrations, Accreditation, and Certificates

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

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

9.2 Local Small Business Enterprise (LSBE) Preference Program

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

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

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

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

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

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

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Social Enterprise (SE) Preference Program

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

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

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

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

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

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

9.7 Intentionally Omitted

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

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

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

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

**FOR
POLYGRAPH EXAMINATION SERVICES**

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

COUNTY OF LOS ANGELES

By: _____
ALEX VILLANUEVA, SHERIFF

Date: _____

CONTRACTOR

By: _____

Printed: _____

Title: _____

Date: _____

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

By: _____
Michele Jackson
Principal Deputy County Counsel

ATTACHMENT 1

STATEMENT OF WORK

**(NOT ATTACHED, See Attachment 1
(Statement of Work) of the RFSQ)**

POLYGRAPH EXAMINATION SERVICES

ATTACHMENT 1A

EXAMINATION LOG

**(NOT ATTACHED, See Attachment 1A
(Examination Log) of the RFSQ)**

POLYGRAPH EXAMINATION SERVICES

ATTACHMENT 1B

EXAMINER BILLING LOG

**(NOT ATTACHED, See Attachment 1B
(Examiner Billing Log) of the RFSQ)**

POLYGRAPH EXAMINATION SERVICES

ATTACHMENT 1C

CONTRACT DISCREPANCY REPORT

**(NOT ATTACHED, See Attachment 1C
(Contract Discrepancy Report) of the RFSQ)**

POLYGRAPH EXAMINATION SERVICES

EXHIBIT A

COUNTY'S ADMINISTRATION

POLYGRAPH EXAMINATION SERVICES

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

WORK ORDER NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACT COMPLIANCE OFFICER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY ACCOUNTS PAYABLE REPRESENTATIVE:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT B

CONTRACTOR'S ADMINISTRATION

POLYGRAPH EXAMINATION SERVICES

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

WORK ORDER NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT C

CONTRACTOR'S EEO CERTIFICATION

POLYGRAPH EXAMINATION SERVICES

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

EXHIBIT D

JURY SERVICE ORDINANCE

POLYGRAPH EXAMINATION SERVICES

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

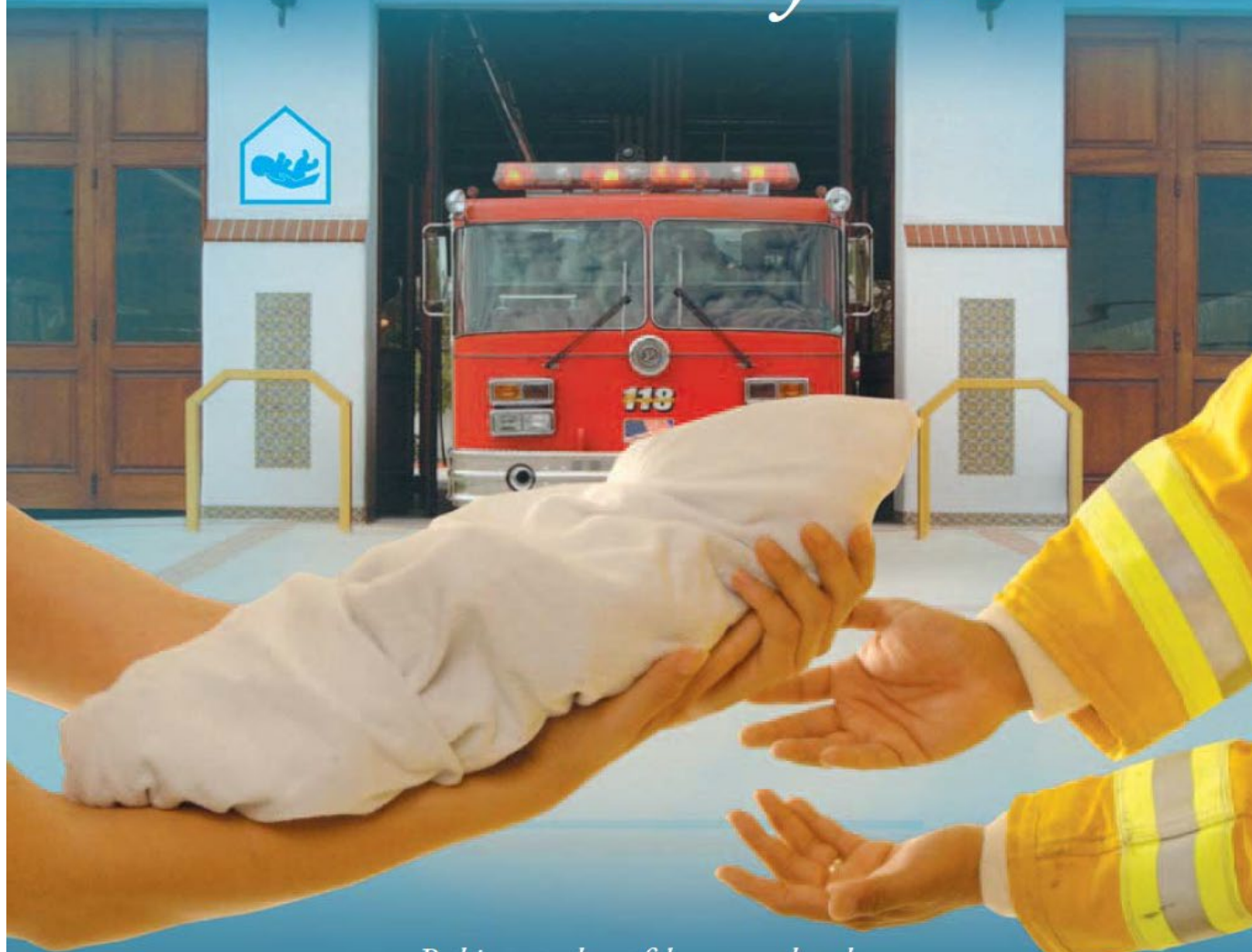
If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT E

SAFELY SURRENDERED BABY LAW

POLYGRAPH EXAMINATION SERVICES

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

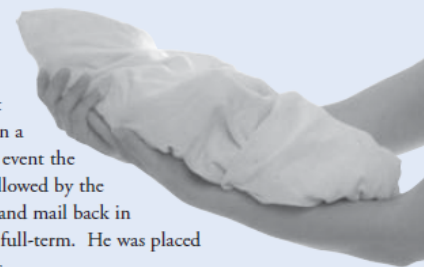
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los 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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

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

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los 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 brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

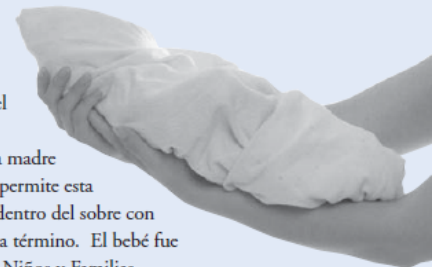


EXHIBIT F

RATE OF COMPENSATION

POLYGRAPH EXAMINATION SERVICES



EXHIBIT F RATE OF COMPENSATION

POLYGRAPH EXAMINATION SERVICES

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

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

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

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

EXHIBIT G1-G3

FORMS REQUIRED BEFORE WORK BEGINS

POLYGRAPH EXAMINATION SERVICES

**POLYGRAPH EXAMINATION SERVICES
MASTER AGREEMENT**

CERTIFICATION OF EMPLOYEE STATUS

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

CONTRACTOR NAME

County Master Agreement No. _____

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

EMPLOYEES

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

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

**POLYGRAPH EXAMINATION SERVICES
MASTER AGREEMENT**

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTOR NAME

County Master Agreement No. _____

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

“Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the County shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the County Board of Supervisors finds that special circumstances exist which justify the approval of such contract:
 - 1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
 - 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 - 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 - 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

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

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____

County Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____ / ____ / ____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H

INVOICE DISCREPANCY REPORT

POLYGRAPH EXAMINATION SERVICES

INVOICE DISCREPANCY REPORT

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

Today's Date: _____

Contractor: _____

Phone Number: _____

Date of Subject Invoice: _____

Description of Issues with Subject Invoice:

Signed: _____ Date: _____
County Project Manager

2. **REVIEWED:**

Signed: _____ Date: _____
County Project Director

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

Date received from County Project Manager: _____

Explanation regarding Issues with Subject Invoice: _____

Corrective Action Taken: _____

Signed: _____ Date: _____
Contractor Project Director

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

5. **Approved by COUNTY:**

Date: _____

Date: _____

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

INSTRUCTIONS

County Project Manager: Forward IDR to the Contractor for investigation and response.
Contractor: Must respond to County Project Manager in writing within ten days of receipt of IDR.
County Project Manager: Forward completed IDR to Contracts Unit